

## AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, JUNE 7, 2016, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY \_\_\_\_\_ AT \_\_\_\_\_.

### ROLL CALL

#### COUNCIL

Councilmember Eugene Conners, Ward I

Councilmember Joan Hansen, Ward II

Councilmember Shirley Doughty, Ward III

Mayor Ronald Oertle

Councilmember Anna Cline, Ward III, Mayor Pro Tempore

Councilmember Douglas Dunn, Ward II

Councilmember Serena Sullivan, Ward I

EXCUSED

#### STAFF

Jestin Johnson, City Manager

Ashlee Coronado, City Clerk

Sharon Buono, Finance Director

Albert Echave, Police Chief

Marc Burneleit, Fire Chief

Andy Haratyk, Public Works Director

#### CITY ATTORNEY

Britt Hanson

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Presentation of a Service Award
- Presentation of a check from KBRP to the City of Bisbee

CALL TO THE PUBLIC

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

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on April 19, 2016 at 7:00pm.  
Ashlee Coronado, City Clerk
- B. Approval of the Minutes of the Special Session of Mayor and Council held on May 31, 2016 at 5:30pm.  
Ashlee Coronado, City Clerk
- C. Approval of the Appointment of Judi Flowers to the Transit Advisory Committee.  
Ashlee Coronado, City Clerk
- D. Approval of the Appointment of Moni Norng to the Transit Advisory Committee.  
Ashlee Coronado, City Clerk
- E. Approval of the Appointment of Sydney Dozier to the Youth Council.  
Ashlee Coronado, City Clerk
- F. Approval of the Appointment of Poe Dismuke to the Bisbee Arts Commission.  
Ashlee Coronado, City Clerk
- G. Discussion and Possible Approval of a Park, Facility and Right of Way Use Permit for the Bisbee Rotary Club for the Use of Cole Avenue, Ruppe Avenue, Bisbee Road and Arizona Street for the 4<sup>th</sup> of July Parade on Monday, July 4, 2016 from 8:00AM to 1:00PM.  
Ashlee Coronado, City Clerk
- H. Approval of the Park, Facility and Right of Way Use Permit for the Use of Brewery Gulch for the 4<sup>th</sup> of July Mucking and Drilling Contests on Monday, July 4, 2016 from 7:00AM to 7:00PM.  
Ashlee Coronado, City Clerk
- I. Approval of the 4th of July Vendor Application for the Use of Lower Vista Park and Goar Park for Vendors for the 4th of July Celebration on Monday, July 4, 2016 from 8:00am to 9:00pm.  
Andy Haratyk, Public Works Director
- J. Approval of a Special Event Liquor License Application submitted by the Douglas Arts & Humanities Association Inc., for an Event to be held at the Courtyard, 18 Brewery Avenue, Bisbee, AZ on Saturday, June 18, 2016 from 1:00PM to Midnight; Matthew Cook, Applicant.  
Ashlee Coronado, City Clerk

**OLD BUSINESS**

**NEW BUSINESS**

- 3. Discussion and Possible Approval of a Revised Intergovernmental Agreement between the City of Bisbee and the Arizona State Forestry Division.  
Marc Burneleit, Fire Chief

4. Discussion and Possible Approval of a Lease Renewal Agreement between the City of Bisbee and the Bisbee Council on the Arts and Humanities, Inc. for the Bisbee Historical and Mining Museum (Phelps Dodge Office Building).  
Britt Hanson, City Attorney
5. Public Hearing for Special Use Permit Application 16-01, Discussion and Possible Approval of a Special Use Permit 16-01, Submitted by Kimber Wright for the Purpose of Allowing her to Operate a Car Lot on a Parcel Zoned C-1.  
Joe Ward, Zoning Inspector
6. Discussion and Possible Approval Authorizing the Final Updates List of Surplus Vehicles and Surplus Miscellaneous Items at Public Auction on June 11, 2016 at 9:00AM.  
Albert Echave, Police Chief
7. Discussion and Possible Approval of a Purchase of 200 Gabions from MacCaferri for the Repair of the Santa Cruz Wash.  
Andy Haratyk, Public Works Director
8. Discussion and Possible Approval of an Award of a Contract for Chip Seal of Adams Avenue in Old Bisbee.  
Andy Haratyk, Public Works Director
9. Discussion and Possible Approval to Seek Additional Grant Funds from Southeastern Arizona Governments Organization (SEAGO) to Acquire Up to \$60,000 in Funds to Use for the Bisbee Bus Transit System.  
Shar Porier, Bisbee Bus Transit Administrator
10. Discussion and Possible Approval on a Payment Center Agreement with Softgate Systems of California, Inc. for Collection of Other Utility Payments in City Hall.  
Jestin Johnson, City Manager
11. Discussion and Possible Approval to Enter into a Court Consolidation Agreement by and between the City of Bisbee and Cochise County.  
Jestin Johnson, City Manager
12. Discussion and Possible Approval of a Motion to Go into Executive Session Pursuant to A.R.S. § 38-431.03(a)(1) for a Preliminary Discussion of applicants for City Manager.  
Ronald Oertle, Mayor
13. Discussion and Possible Approval to Retain Tim Hogan and Arizona Center for Law in the Public Interest to Defend the Lawfulness of City Ordinance O-13-14, Which Prohibits Retailers from Providing Single Use Plastic Bags to Customers.  
Britt Hanson, City Attorney
14. City Manager's Report:
  - Other current events

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

- Councilmember Hansen would like to make comments on changes and updates on the paving schedule and comments on the extraction equipment and training for the Fire Department.

**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 118 Arizona St., Bisbee.**

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

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>616</b>					
<b>GENERAL FUND</b>					
<b>10-2020203 DENTAL INSUR PAYABLE</b>					
GENERAL FUND	DELTA DENTAL	16-0523	ER/EE	05/23/2016	2,770.92
GENERAL FUND	DELTA DENTAL	16-0523	COBRA Amount	05/23/2016	19.56
Total 10-2020203 DENTAL INSUR PAYABLE:					2,790.48
<b>10-2021001 HEALTH INSURANCE PAYABLE</b>					
GENERAL FUND	UNITEDHEALTHCARE INSURAN	16-0524	HEALTH INSURANCE PREMIUM	05/24/2016	33,124.47
Total 10-2021001 HEALTH INSURANCE PAYABLE:					33,124.47
<b>10-2021002 ADDITIONAL LIFE INSUR PAYABLE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	VOLUNTARY LIFE & AD&D	05/16/2016	368.40
GENERAL FUND	MUTUAL OF OMAHA	529979872	Employer Pd. Life Ins.	05/16/2016	573.34
Total 10-2021002 ADDITIONAL LIFE INSUR PAYABLE:					941.74
<b>10-2021005 AFLAC INSURANCE PAYABLE</b>					
GENERAL FUND	AFLAC	16-0601	AFLAC INS	06/01/2016	1,205.12
Total 10-2021005 AFLAC INSURANCE PAYABLE:					1,205.12
<b>10-2021007 VISION CARE INSUR PAYABLE</b>					
GENERAL FUND	VISION SERVICE PLAN	06-0601	VISION CARE	06/01/2016	702.94
Total 10-2021007 VISION CARE INSUR PAYABLE:					702.94
<b>10-2024000 PAYROLL GARNISHMENTS PAYABLE</b>					
GENERAL FUND	MIDLAND FUNDING, LLC	16-0521	WAGE GARNISHMENT	05/21/2016	56.04
Total 10-2024000 PAYROLL GARNISHMENTS PAYABLE:					56.04
<b>CITY MANAGER</b>					
<b>10-51-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-CITY MGR	05/16/2016	20.70
Total 10-51-11501 STANDARD DISABILITY INSURANCE:					20.70
<b>FINANCE DEPARTMENT</b>					
<b>10-52-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-FINANCE	05/16/2016	67.50
Total 10-52-11501 STANDARD DISABILITY INSURANCE:					67.50
<b>CITY CLERK</b>					
<b>10-53-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-CITY CLERK	05/16/2016	30.24
Total 10-53-11501 STANDARD DISABILITY INSURANCE:					30.24
<b>COMMUNITY DEVELOPMENT</b>					
<b>10-54-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-COM DEV	05/16/2016	20.70

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-54-11501 STANDARD DISABILITY INSURANCE:					20.70
<b>10-54-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	EAN SERVICES, LLC	32NB57	RENTAL CAR/BUONO	04/04/2016	70.84
Total 10-54-13400 EDUCATION & TRAINING:					70.84
<b>10-54-22000 WATER - SHELTER</b>					
GENERAL FUND	AZ WATER COMPANY	03117020951-	WATER/TOUREAVILLE POUND	05/31/2016	81.89
Total 10-54-22000 WATER - SHELTER:					81.89
<b>10-54-34000 CONTRACT SERVICES</b>					
GENERAL FUND	FLOOD, KATHLEEN BELLE	78	ANIMAL SHELTER ADMINSTRATOR	06/06/2016	250.00
GENERAL FUND	FLOOD, KATHLEEN BELLE	79	ANIMAL SHELTER ADMINSTRATOR	06/13/2016	250.00
GENERAL FUND	FLOOD, KATHLEEN BELLE	80	ANIMAL SHELTER ADMINSTRATOR	06/20/2016	250.00
GENERAL FUND	FLOOD, KATHLEEN BELLE	81	ANIMAL SHELTER ADMINSTRATOR	06/27/2016	250.00
Total 10-54-34000 CONTRACT SERVICES:					1,000.00
<b>10-54-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	839641303001	OFFICE SUPPLIES	05/13/2016	19.52
Total 10-54-41500 OFFICE SUPPLIES:					19.52
<b>PERSONNEL</b>					
<b>10-56-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-PERSONNEL	05/16/2016	20.70
Total 10-56-11501 STANDARD DISABILITY INSURANCE:					20.70
<b>LEGAL SERVICES</b>					
<b>10-57-31100 PROFESSIONAL FEES - LEGAL</b>					
GENERAL FUND	COCHISE COUNTY ATTORNEY	111	IGA-LEGAL FEES	06/01/2016	5,000.00
Total 10-57-31100 PROFESSIONAL FEES - LEGAL:					5,000.00
<b>INFORMATION SYSTEMS</b>					
<b>10-59-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK QCC	14376657246	LONG DISTANCE ALL DEPTS	05/31/2016	79.79
Total 10-59-24000 TELEPHONE & FAX:					79.79
<b>10-59-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	TRACHTMAN, SEAN	16-0601	IT SUPPORT	06/01/2016	175.00
Total 10-59-31000 PROFESSIONAL FEES:					175.00
<b>POLICE DEPARTMENT</b>					
<b>10-62-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-POLICE	05/16/2016	280.48
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-POLICE (NON-OFFICERS)	05/16/2016	81.61
Total 10-62-11501 STANDARD DISABILITY INSURANCE:					362.09

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-62-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	EAN SERVICES, LLC	331992327	RENTAL CAR/MORENO	04/05/2016	113.88
Total 10-62-13400 EDUCATION & TRAINING:					113.88
<b>10-62-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472015946302	GAS-W. HWY 92-POLICE	05/31/2016	54.02
Total 10-62-23000 GAS:					54.02
<b>FIRE DEPARTMENT</b>					
<b>10-64-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-FIRE	05/16/2016	522.66
Total 10-64-11501 STANDARD DISABILITY INSURANCE:					522.66
<b>10-64-13100 BUSINESS TRAVEL</b>					
GENERAL FUND	BURNELEIT, MARC	16-0414	RMBRSMNT-FUEL	04/14/2016	48.00
Total 10-64-13100 BUSINESS TRAVEL:					48.00
<b>10-64-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117013803-	WATER/FIRE ST #1	05/31/2016	98.61
Total 10-64-22000 WATER:					98.61
<b>10-64-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472017056702	GAS-HWY 92 FIRE	05/31/2016	84.58
Total 10-64-23000 GAS:					84.58
<b>10-64-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	412B-05-16	PHONE SERVICES-FIRE DEPT	05/31/2016	33.79
Total 10-64-24000 TELEPHONE & FAX:					33.79
<b>10-64-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	NOBLE INDUSTRIAL SUPPLY C	SI-113866	VEHICLE WASH & WAX	05/12/2016	344.57
Total 10-64-46000 OPERATIONAL EXPENSES:					344.57
<b>CITY MAGISTRATE</b>					
<b>10-68-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	AMBROSE, ADAM	37	CONTRACT SERVICES	06/01/2016	500.00
GENERAL FUND	AMBROSE, ADAM	38	CONTRACT SERVICES	06/15/2016	500.00
Total 10-68-31000 PROFESSIONAL FEES:					1,000.00
<b>10-68-34000 CONTRACT SERVICES</b>					
GENERAL FUND	COCHISE COUNTY TREASURE	2015/16-Q4	CONSOLIDATED COURT 4TH QTR	03/11/2016	8,686.75
Total 10-68-34000 CONTRACT SERVICES:					8,686.75
<b>BUILDING &amp; MAINTENANCE</b>					
<b>10-74-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	144694	CAULK, MASKING TAPE	05/24/2016	13.74
GENERAL FUND	B&D LUMBER & HARDWARE	144722	CAULK	05/25/2016	13.03

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-74-50100 BLDG REPAIR & MAINT:					26.77
<b>PUBLIC WORKS ADMINISTRATION</b>					
<b>10-75-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-PW ADMIN	05/16/2016	24.20
Total 10-75-11501 STANDARD DISABILITY INSURANCE:					24.20
<b>10-75-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	GRASP HEATING & COOLING , I	13271	A/C INSPECTION & MAINTENANCE	05/13/2016	367.00
Total 10-75-50100 BLDG REPAIR & MAINT:					367.00
<b>GARAGE</b>					
<b>10-77-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-GARAGE	05/16/2016	36.12
Total 10-77-11501 STANDARD DISABILITY INSURANCE:					36.12
<b>10-77-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472100101800	GAS-GARAGE	05/31/2016	47.86
Total 10-77-23000 GAS:					47.86
<b>BUILDING INSPECTOR</b>					
<b>10-79-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-BLDG INSPECTOR	05/16/2016	20.70
Total 10-79-11501 STANDARD DISABILITY INSURANCE:					20.70
<b>PARKS</b>					
<b>10-80-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-PARKS	05/16/2016	14.59
Total 10-80-11501 STANDARD DISABILITY INSURANCE:					14.59
<b>10-80-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117017901-	WATER/TIN TOWN PARK	05/31/2016	19.20
GENERAL FUND	AZ WATER COMPANY	03117047651-	WATER/GALENA PARK	05/31/2016	19.20
Total 10-80-22000 WATER:					38.40
<b>10-80-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	144541	HOSE FITTING, SLIP CAP	05/16/2016	8.44
GENERAL FUND	B&D LUMBER & HARDWARE	144542	PLUG	05/16/2016	1.44
GENERAL FUND	B&D LUMBER & HARDWARE	144584	PVC CEMENT, NIPPLE, CABLE TIE	05/18/2016	40.17
GENERAL FUND	B&D LUMBER & HARDWARE	144594	SEED	05/18/2016	54.07
GENERAL FUND	B&D LUMBER & HARDWARE	144621	PAINT	05/19/2016	75.37
GENERAL FUND	B&D LUMBER & HARDWARE	144623	PAINT	05/19/2016	41.50
GENERAL FUND	B&D LUMBER & HARDWARE	144627	BLADE, WASHERS, SCREWS	05/19/2016	23.98
GENERAL FUND	B&D LUMBER & HARDWARE	144646	PAINT	05/20/2016	55.03
GENERAL FUND	B&D LUMBER & HARDWARE	144702	SPRAY PAINT	05/24/2016	1.92
GENERAL FUND	B&D LUMBER & HARDWARE	144726	KEY RING, KEYS	05/25/2016	4.70
GENERAL FUND	B&D LUMBER & HARDWARE	144741	PAINT	05/25/2016	63.77

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-80-46000 OPERATIONAL EXPENSES:</b>					<b>370.37</b>
<b>10-80-46801 REC PROGRAMS/SPECIAL EVENTS</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	144698	LUMBER, BLADES, PAINT	05/24/2016	44.19
<b>Total 10-80-46801 REC PROGRAMS/SPECIAL EVENTS:</b>					<b>44.19</b>
<b>10-80-46802 LANDSCAPING MATERIALS</b>					
GENERAL FUND	SIMPSON NORTON CORPORAT	1488071-00	SPIKE GUARD, CONVERSION ASSY	05/17/2016	1,207.04
<b>Total 10-80-46802 LANDSCAPING MATERIALS:</b>					<b>1,207.04</b>
<b>LIBRARY</b>					
<b>10-83-11501 STANDARD DISABILITY INSURANCE</b>					
GENERAL FUND	MUTUAL OF OMAHA	529979872	STD/LTD-LIBRARY	05/16/2016	20.70
<b>Total 10-83-11501 STANDARD DISABILITY INSURANCE:</b>					<b>20.70</b>
<b>10-83-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	TRACHTMAN, SEAN	16-0601	IT SUPPORT/LIBRARY	06/01/2016	600.00
<b>Total 10-83-31000 PROFESSIONAL FEES:</b>					<b>600.00</b>
<b>10-83-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	AMAZON	235158700812	BARCODE SCANNER	04/13/2016	123.88
GENERAL FUND	AMAZON	292356938918	INK FOR POSTAGE MACHINE	04/13/2016	32.43
<b>Total 10-83-41500 OFFICE SUPPLIES:</b>					<b>156.31</b>
<b>10-83-42050 NON CAP ADMIN EQUIP/FURN</b>					
GENERAL FUND	AMAZON	171078159580	LOCKER FOR TOOLS	05/04/2016	214.99
<b>Total 10-83-42050 NON CAP ADMIN EQUIP/FURN:</b>					<b>214.99</b>
<b>10-83-46831 BOOKS</b>					
GENERAL FUND	AMAZON	066706370191	REFUND	03/16/2016	5.48
GENERAL FUND	AMAZON	187514624676	LIBRARY BOOKS	04/13/2016	31.38
GENERAL FUND	AMAZON	212347033942	LIBRARY BOOKS	05/08/2016	152.53
GENERAL FUND	AMAZON	212347530821	LIBRARY BOOKS	04/30/2016	122.50
GENERAL FUND	AMAZON	234216324898	REFUND	04/23/2016	.03
GENERAL FUND	AMAZON	264910777681	LIBRARY BOOKS	04/15/2016	216.67
GENERAL FUND	AMAZON	264912310703	LIBRARY BOOKS	04/30/2016	128.17
GENERAL FUND	ARKANSAS RIVER VALLEY	1664	BOOK	05/16/2016	19.95
<b>Total 10-83-46831 BOOKS:</b>					<b>665.69</b>
<b>10-83-46832 AUDIO VISUAL MATERIAL</b>					
GENERAL FUND	AMAZON	212348436043	DVDS	04/29/2016	38.34
GENERAL FUND	AMAZON	23421346374	DVDS	04/25/2016	16.43
GENERAL FUND	AMAZON	234217482417	DVDS	05/02/2016	16.43
<b>Total 10-83-46832 AUDIO VISUAL MATERIAL:</b>					<b>71.20</b>
<b>10-83-46833 CHILDRENS MATERIALS</b>					
GENERAL FUND	AMAZON	100604270730	BOOKS/ SUMMER READING PROGRAM	04/25/2016	329.40
GENERAL FUND	AMAZON	148451558513	BOOKS/ SUMMER READING PROGRAM	05/03/2016	104.80

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-83-46833 CHILDRENS MATERIALS:					434.20
<b>SENIOR CITIZENS CENTER</b>					
<b>10-85-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117021951-	WATER/COLLINS RD - SC	05/31/2016	89.86
Total 10-85-22000 WATER:					89.86
<b>10-85-34085 COORDINATOR CONTRIBUTIONS</b>					
GENERAL FUND	BISBEE SENIOR ASSOCIATION	49	MONTHLY CONTRIBUTION	06/01/2016	616.63
Total 10-85-34085 COORDINATOR CONTRIBUTIONS:					616.63
<b>TRANSIENT ROOM TAX</b>					
<b>FUND EXPENDITURES</b>					
<b>20-40-11501 STANDARD DISABILITY INSURANCE</b>					
TRANSIENT ROOM TAX	MUTUAL OF OMAHA	529979872	STD/LTD-VISITOR CENTER	05/16/2016	16.23
Total 20-40-11501 STANDARD DISABILITY INSURANCE:					16.23
<b>STREETS</b>					
<b>FUND EXPENDITURES</b>					
<b>21-40-11501 STANDARD DISABILITY INSURANCE</b>					
STREETS	MUTUAL OF OMAHA	529979872	STD/LTD-STREET O&M	05/16/2016	35.82
Total 21-40-11501 STANDARD DISABILITY INSURANCE:					35.82
<b>21-40-21000 ELECTRIC</b>					
STREETS	AZ PUBLIC SERVICE (2 of 3)	250201288-05-	ELEC-HWY 92 DD	05/31/2016	12.48
STREETS	AZ PUBLIC SERVICE (2 of 3)	601982282-05-	ELEC- 951 NACO HWY	05/31/2016	86.54
Total 21-40-21000 ELECTRIC:					99.02
<b>21-40-23000 GAS</b>					
STREETS	SOUTHWEST GAS CORPORATI	472100101800	GAS-STREETS	05/31/2016	23.93
Total 21-40-23000 GAS:					23.93
<b>21-40-46000 OPERATIONAL EXPENSES</b>					
STREETS	B&D LUMBER & HARDWARE	144523	BRASS BUSHING, WASHERS, STAKE	05/16/2016	102.86
STREETS	B&D LUMBER & HARDWARE	144531	BRASS BUSHING	05/16/2016	5.74
STREETS	B&D LUMBER & HARDWARE	144607	PREMIX CONCRETE	05/19/2016	12.09
STREETS	B&D LUMBER & HARDWARE	144816	FLANGE, TAPPER	05/19/2016	122.13
STREETS	B&D LUMBER & HARDWARE	144618	FLANGE	05/19/2016	121.56
STREETS	B&D LUMBER & HARDWARE	144628	PHILLIPS BIT, POWER BIT	05/19/2016	11.48
STREETS	B&D LUMBER & HARDWARE	144733	BOLT, ROPE CLIP, CABLE	05/25/2016	35.53
Total 21-40-46000 OPERATIONAL EXPENSES:					411.39
<b>21-40-61000 VEHICLE PARTS &amp; LABOR</b>					
STREETS	FERGUSON WATERWORKS #3	274388	BACKFLOW	05/18/2016	920.63
Total 21-40-61000 VEHICLE PARTS & LABOR:					920.63
<b>RICO--DRUG ENFORCE/ASSET SHRG</b>					

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>FUND EXPENDITURES</b>					
<b>39-40-50002 EQUIPMENT</b>					
RICO--DRUG ENFORCE/ASSET SHRG	MORENO, CARLOS	16-0411	REGISTRATION FEE	04/11/2016	21.00
Total 39-40-50002 EQUIPMENT:					21.00
<b>AIRPORT FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>50-40-21000 ELECTRIC</b>					
AIRPORT FUND	AZ PUBLIC SERVICE (2 of 3)	468101283-06-	ELEC-AIRPORT	05/31/2016	269.57
Total 50-40-21000 ELECTRIC:					269.57
<b>SEWER FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>54-40-11501 STANDARD DISABILITY INSURANCE</b>					
SEWER FUND	MUTUAL OF OMAHA	529979872	STD/LTD-SEWER	05/16/2016	95.21
Total 54-40-11501 STANDARD DISABILITY INSURANCE:					95.21
<b>54-40-13100 BUSINESS TRAVEL</b>					
SEWER FUND	EAN SERVICES, LLC	4GM2TB	RENTAL CAR/TERAN	05/18/2016	70.84
Total 54-40-13100 BUSINESS TRAVEL:					70.84
<b>54-40-21000 ELECTRIC</b>					
SEWER FUND	AZ PUBLIC SERVICE (2 of 3)	625035286-06-	ELEC-940 W. PURDY LN.	05/31/2016	2,215.16
Total 54-40-21000 ELECTRIC:					2,215.16
<b>54-40-46000 OPERATIONAL EXPENSES</b>					
SEWER FUND	ACE HARDWARE	17994	PIPE JOINT, UNION, NIPPLE	05/23/2016	47.08
SEWER FUND	B&D LUMBER & HARDWARE	144610	FLEX COUPLING	05/19/2016	16.92
SEWER FUND	B&D LUMBER & HARDWARE	144664	SPIDER, FLOAT COOLER	05/20/2016	32.55
SEWER FUND	B&D LUMBER & HARDWARE	144677	NIPPLE, ELBOW, UNION	05/23/2016	58.80
SEWER FUND	B&D LUMBER & HARDWARE	144691	KWIK MORTAR	05/24/2016	26.72
SEWER FUND	B&D LUMBER & HARDWARE	144715	BLOWER PULLEY, QWIK LUBE COOLER OIL	05/24/2016	29.08
SEWER FUND	B&D LUMBER & HARDWARE	144718	BLOWER PULLEY	05/24/2016	4.34
SEWER FUND	B&D LUMBER & HARDWARE	144721	UNION, FAUCET COVER, PIPE INSULATION	05/25/2016	35.53
SEWER FUND	B&D LUMBER & HARDWARE	144744	BATTERY	05/25/2016	4.82
Total 54-40-46000 OPERATIONAL EXPENSES:					255.84
<b>SANITATION FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>56-40-11501 STANDARD DISABILITY INSURANCE</b>					
SANITATION FUND	MUTUAL OF OMAHA	529979872	STD/LTD-SANITATION	05/16/2016	104.15
Total 56-40-11501 STANDARD DISABILITY INSURANCE:					104.15
<b>56-40-23000 GAS</b>					
SANITATION FUND	SOUTHWEST GAS CORPORATI	472100101800	GAS-SANITATION	05/31/2016	23.93
Total 56-40-23000 GAS:					23.93
<b>56-40-46000 OPERATIONAL EXPENSES</b>					
SANITATION FUND	B&D LUMBER & HARDWARE	144681	PAINT	05/23/2016	111.14

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SANITATION FUND	B&D LUMBER & HARDWARE	144689	BRISTLE, ROLLER COVERS	05/24/2016	13.50
SANITATION FUND	B&D LUMBER & HARDWARE	144707	LUMBER	05/24/2016	338.05
SANITATION FUND	ULINE	77171688	SHRINK WRAP	05/23/2016	214.72
<b>Total 56-40-46000 OPERATIONAL EXPENSES:</b>					<b>675.41</b>
<b>56-40-55200 NON CAP EQUIP PURCHASES</b>					
SANITATION FUND	WASTE SYSTEMS SUPPLY	67479	DUMPSTER LIDS	05/17/2016	3,851.27
<b>Total 56-40-55200 NON CAP EQUIP PURCHASES:</b>					<b>3,851.27</b>
<b>QUEEN MINE FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>59-40-11501 STANDARD DISABILITY INSURANCE</b>					
QUEEN MINE FUND	MUTUAL OF OMAHA	529979872	STD/LTD-QUEEN MINE	05/16/2016	68.73
<b>Total 59-40-11501 STANDARD DISABILITY INSURANCE:</b>					<b>68.73</b>
<b>BISBEE BUS FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>96-40-41607 CITY OPERATING EXPENSE</b>					
BISBEE BUS FUND	M. GREENE PLANNING &	2016-14	TRANSIT TRAINING & TECH ASSISTANCE	05/31/2016	975.00
BISBEE BUS FUND	OFFICE DEPOT	839641303001	OFFICE SUPPLIES	05/13/2016	19.51
<b>Total 96-40-41607 CITY OPERATING EXPENSE:</b>					<b>994.51</b>
<b>516</b>					
<b>GENERAL FUND</b>					
<b>10-2020801 PUBLIC SAFETY RETIRE PAYABLE</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0507161	Retirement Fire Pay Period: 5/7/2016	05/16/2016	32,421.57
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0507161	Retirement Police Pay Period: 5/7/2016	05/16/2016	2,263.75
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0507161	Retirement Fire Pay Period: 5/7/2016	05/16/2016	4,308.83
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0507161	Retirement Police Pay Period: 5/7/2016	05/16/2016	18,294.52
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0521161	Retirement Fire Pay Period: 5/21/2016	05/25/2016	3,807.29
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0521161	Retirement Police Pay Period: 5/21/2016	05/25/2016	19,511.77
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0521161	Retirement Police Pay Period: 5/21/2016	05/25/2016	2,414.36
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0521161	Retirement Fire Pay Period: 5/21/2016	05/25/2016	27,143.07
<b>Total 10-2020801 PUBLIC SAFETY RETIRE PAYABLE:</b>					<b>109,965.16</b>
<b>10-2020802 DEFERRED COMPENSATION PAYABLE</b>					
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0507161	Deferred Comp Buy Up Pay Period: 5/7/2016	05/16/2016	1,066.06
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0507161	Deferred Comp Core Pay Period: 5/7/2016	05/16/2016	635.00
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0507161	Deferred Comp Buy Up Pay Period: 5/7/2016	05/16/2016	1,014.50
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0507161	Deferred Comp Core Pay Period: 5/7/2016	05/16/2016	2,231.48
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0521161	Deferred Comp Buy Up Pay Period: 5/21/2016	05/25/2016	1,014.50
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0521161	Deferred Comp Core Pay Period: 5/21/2016	05/25/2016	635.00
<b>Total 10-2020802 DEFERRED COMPENSATION PAYABLE:</b>					<b>6,598.52</b>
<b>10-2020804 P.S.R.P.S. - ALT CONTR PAYABLE</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0507161	PSPRS-Alternate Contribution Pay Period: 5/7/2016	05/16/2016	115.85
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0521161	PSPRS-Alternate Contribution Pay Period: 5/21/2016	05/25/2016	365.99
<b>Total 10-2020804 P.S.R.P.S. - ALT CONTR PAYABLE:</b>					<b>481.84</b>

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-2020818 UNION DUES PAYABLE</b>					
GENERAL FUND	AZ COPS	PR0507161	Union Dues Pol/Fire Pay Period: 5/7/2016	05/16/2016	120.00
GENERAL FUND	AZ COPS	PR0521161	Union Dues Pol/Fire Pay Period: 5/21/2016	05/25/2016	120.00
GENERAL FUND	BISBEE FIREFIGHTERS LOCAL	PR0507161	Union Dues-Fire Pay Period: 5/7/2016	05/16/2016	405.00
GENERAL FUND	BISBEE FIREFIGHTERS LOCAL	PR0521161	Union Dues-Fire Pay Period: 5/21/2016	05/25/2016	405.00
<b>Total 10-2020818 UNION DUES PAYABLE:</b>					<b>1,050.00</b>
<b>10-2024000 PAYROLL GARNISHMENTS PAYABLE</b>					
GENERAL FUND	MIDLAND FUNDING, LLC	16-0510	WAGE GARNISHMENT	05/10/2016	16.52
GENERAL FUND	SUPPORT PAYMENT CLEARIN	PR0507161	Support Clearing-Child Support Pay Period: 5/7/2016	05/16/2016	1,707.66
GENERAL FUND	SUPPORT PAYMENT CLEARIN	PR0521161	Support Clearing-Child Support Pay Period: 5/21/2016	05/25/2016	1,707.66
<b>Total 10-2024000 PAYROLL GARNISHMENTS PAYABLE:</b>					<b>3,431.84</b>
<b>10-34-40066 AMBULANCE FEES</b>					
GENERAL FUND	JOYCE VUCUREVICH	16-0516B	AMBULANCE OVERPAYMENT	05/16/2016	1,071.12
GENERAL FUND	MARGOT S. THOMA	16-0516C	AMBULANCE OVERPAYMENT	05/16/2016	5.00
GENERAL FUND	STEVEN COOK	16-0516A	AMBULANCE OVERPAYMENT	05/16/2016	100.00
<b>Total 10-34-40066 AMBULANCE FEES:</b>					<b>1,176.12</b>
<b>CITY MANAGER</b>					
<b>10-51-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	VERIZON	9765395570	CELL PHONE-CITY MGR	05/23/2016	82.66
<b>Total 10-51-24000 TELEPHONE &amp; FAX:</b>					<b>82.66</b>
<b>CITY CLERK</b>					
<b>10-53-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	AMCA TRAINING	05/09/2016	85.00
<b>Total 10-53-13400 EDUCATION &amp; TRAINING:</b>					<b>85.00</b>
<b>10-53-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	POP CORN BAGS	05/09/2016	61.47
<b>Total 10-53-46000 OPERATIONAL EXPENSES:</b>					<b>61.47</b>
<b>COMMUNITY DEVELOPMENT</b>					
<b>10-54-21000 ELECTRIC - SHELTER</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	335801287-05-	ELEC- 938 TOVERYVILLE RD KENNEL	05/23/2016	109.21
<b>Total 10-54-21000 ELECTRIC - SHELTER:</b>					<b>109.21</b>
<b>10-54-24000 TELEPHONE &amp; FAX - SHELTER</b>					
GENERAL FUND	CENTURY LINK	420B-05-16	PHONE SERVICES-ANIMAL SHELTER	05/23/2016	33.07
<b>Total 10-54-24000 TELEPHONE &amp; FAX - SHELTER:</b>					<b>33.07</b>
<b>10-54-24001 INTERNET FEES - SHELTER</b>					
GENERAL FUND	CABLE ONE	16-0526/AS	INTERNET SRVC/AS	05/23/2016	69.45
<b>Total 10-54-24001 INTERNET FEES - SHELTER:</b>					<b>69.45</b>
<b>10-54-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	DESIGNS BY OWEN	05/09/2016	87.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	BANK OF AMERICA	16-0509	DESIGNS BY OWEN	05/09/2016	50.00
Total 10-54-48000 OPERATIONAL EXPENSES:					137.00
<b>10-54-46542 ANIMAL SHELTER EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	VACCINES	05/09/2016	104.98
Total 10-54-46542 ANIMAL SHELTER EXPENSES:					104.98
<b>ADMINISTRATION &amp; GENERAL GOV'T</b>					
<b>10-55-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	668380285-05-	ELEC-118 AZ STREET	05/23/2016	607.92
Total 10-55-21000 ELECTRIC:					607.92
<b>10-55-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03112054101-	WATER/118 ARIZONA ST	05/23/2016	233.33
Total 10-55-22000 WATER:					233.33
<b>10-55-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472012930802	GAS-118 AZ ST	05/23/2016	32.39
Total 10-55-23000 GAS:					32.39
<b>10-55-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	837776111001	OFFICE SUPPLIES	05/03/2016	58.30
Total 10-55-41500 OFFICE SUPPLIES:					58.30
<b>10-55-42050 NON CAP ADMIN EQUIP/FURN</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	EQUIPMENT CASE	05/09/2016	74.98
GENERAL FUND	BANK OF AMERICA	16-0509	MOVIE RENTAL	05/09/2016	439.01
GENERAL FUND	BANK OF AMERICA	16-0509	ROPE, STAKES	05/09/2016	100.69
Total 10-55-42050 NON CAP ADMIN EQUIP/FURN:					614.68
<b>10-55-43500 POSTAGE</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	STAMPS.COM	05/09/2016	24.99
GENERAL FUND	BANK OF AMERICA	16-0509	POSTAGE	05/09/2016	250.00
GENERAL FUND	BANK OF AMERICA	16-0509	POSTAGE	05/09/2016	250.00
Total 10-55-43500 POSTAGE:					524.99
<b>10-55-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	KEYS	05/09/2016	25.19
Total 10-55-46000 OPERATIONAL EXPENSES:					25.19
<b>WATER SYSTEMS</b>					
<b>10-58-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	597510284-05-	ELEC-TOMBSTONE CANYON PUMP	05/16/2016	258.54
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	703833281-05-	ELEC-DOUGLAS RD. PUMP	05/23/2016	27.23
Total 10-58-21000 ELECTRIC:					283.77

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>INFORMATION SYSTEMS</b>					
<b>10-59-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	216M-05-16	T1-CITY HALL	05/16/2016	364.56
GENERAL FUND	CENTURY LINK	217B-05-16	PHONE SERVICES-CITY HALL	05/23/2016	365.87
GENERAL FUND	CENTURY LINK	408B-05-16	PHONE SERVICES-FAX	05/23/2016	33.79
GENERAL FUND	CENTURY LINK	422B-05-16	PHONE SERVICES-CITY HALL	05/23/2016	168.95
Total 10-59-24000 TELEPHONE & FAX:					933.17
<b>10-59-24001 T1 LINE FOR INTERNET ACCESS</b>					
GENERAL FUND	CABLE ONE	16-0526/CH	INTERNET SRVC/CH	05/23/2016	212.50
Total 10-59-24001 T1 LINE FOR INTERNET ACCESS:					212.50
<b>10-59-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	TRACHTMAN, SEAN	16-0519	IT SUPPORT	05/19/2016	1,125.00
GENERAL FUND	TRACHTMAN, SEAN	16-0525	IT SUPPORT	05/25/2016	850.00
Total 10-59-31000 PROFESSIONAL FEES:					1,975.00
<b>10-59-34000 CONTRACT SERVICES</b>					
GENERAL FUND	CDW GOVERNMENT, INC.	CFX5040	MS GSA OFFICE	05/03/2016	277.02
GENERAL FUND	CDW GOVERNMENT, INC.	CZC6919	DELL CTO OPTI	05/06/2016	777.88
GENERAL FUND	EXECUTECH	30171	OFFICE 385 PLAN 1	05/01/2016	371.25
Total 10-59-34000 CONTRACT SERVICES:					1,426.15
<b>10-59-55200 NON CAP EQUIP PURCHASES</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	TRAVELER USB	05/09/2016	44.97
GENERAL FUND	BANK OF AMERICA	16-0509	APC BACK UP	05/09/2016	170.62
GENERAL FUND	BANK OF AMERICA	16-0509	VIDEO CABLE	05/09/2016	34.48
Total 10-59-55200 NON CAP EQUIP PURCHASES:					250.07
<b>POLICE DEPARTMENT</b>					
<b>10-62-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	LODGING	05/09/2016	393.40
Total 10-62-13400 EDUCATION & TRAINING:					393.40
<b>10-62-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	150262282-05-	ELEC- 129 TANK HILL D.	05/16/2016	61.71
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	444908283-05-	ELEC- 938 B TOVERYVILLE RD IMPOUND LOT	05/23/2016	44.42
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	835101287-05-	ELEC-POLICE	05/23/2016	936.61
Total 10-62-21000 ELECTRIC:					1,042.74
<b>10-62-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03109045754-	WATER/35 HWY 92 T-CIR	05/23/2016	59.20
Total 10-62-22000 WATER:					59.20
<b>10-62-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	402B-05-16	PHONE SERVICES-POLICE	05/23/2016	269.38
GENERAL FUND	VERIZON	9785395570	CELL PHONE-POLICE	05/23/2016	563.54
GENERAL FUND	VERIZON	9785403101	CELL PHONE-POLICE AIR CARDS	05/23/2016	800.17

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-62-24000 TELEPHONE & FAX:					1,433.09
<b>10-62-24001 INTERNET ACCESS FEES</b>					
GENERAL FUND	CABLE ONE	16-0526/BPD	INTERNET SVC/BPD	05/23/2016	110.50
Total 10-62-24001 INTERNET ACCESS FEES:					110.50
<b>10-62-34000 CONTRACT SERVICES</b>					
GENERAL FUND	RICOH USA, INC	5041489358	COPIER MAINT AGRMNT	04/06/2016	49.25
Total 10-62-34000 CONTRACT SERVICES:					49.25
<b>10-62-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
GENERAL FUND	HOME DEPOT CREDIT SERVIC	16-0505	CEILING FAN	05/19/2016	139.00
Total 10-62-55000 EQUIPMENT REPAIR & MAINT:					139.00
<b>FIRE DEPARTMENT</b>					
<b>10-64-11400 A.P.S.P.R.S.</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	16-0507	Fire Ins Premium Tax Cr	05/07/2016	488.79-
GENERAL FUND	PUBLIC SAFETY PERSONNEL	16-0521	Fire Ins Premium Tax Cr	05/21/2016	488.79-
Total 10-64-11400 A.P.S.P.R.S.:					977.58-
<b>10-64-13100 BUSINESS TRAVEL</b>					
GENERAL FUND	RICHARDSON, JAMES	16-0420	RMBRSMNT MEALS	04/20/2016	55.77
Total 10-64-13100 BUSINESS TRAVEL:					55.77
<b>10-64-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	REMOTE SITE	05/09/2016	75.00-
GENERAL FUND	BANK OF AMERICA	16-0509	REMOTE SITE COURSE	05/09/2016	75.00
Total 10-64-13400 EDUCATION & TRAINING:					.00
<b>10-64-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	580862281-06-	ELEC-FIRE STATION	05/23/2016	492.80
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	723800285-05-	ELEC-FIRE STATION	05/16/2016	134.15
Total 10-64-21000 ELECTRIC:					626.95
<b>10-64-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03102028351-	WATER SERVICE/FS#1	05/16/2016	29.48
Total 10-64-22000 WATER:					29.48
<b>10-64-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472000555002	GAS-645 TOMBSTONE CYN STA	05/16/2016	68.77
Total 10-64-23000 GAS:					68.77
<b>10-64-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	2786-05-16	PHONE SERVICES-FIRE DEPT	05/23/2016	42.99
GENERAL FUND	CENTURY LINK	3986-05-16	PHONE SERVICES-FIRE DEPT	05/23/2016	73.57
GENERAL FUND	VERIZON	9765395570	CELL PHONE-FIRE	05/23/2016	478.44

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-64-24000 TELEPHONE &amp; FAX:</b>					<b>595.00</b>
<b>10-64-34000 CONTRACT SERVICES</b>					
GENERAL FUND	FIRE PROGRAMS	7716	COMPUTER SUPPORT & UPGRADE/BFD	04/01/2016	795.00
GENERAL FUND	UNITED FIRE EQUIPMENT	11966	FIRE EXTINGUISHER INSPECTION/BFD	05/06/2016	161.90
GENERAL FUND	UNITED FIRE EQUIPMENT	48465	FIRE EXTINGUISHER INSPECTION/BFD	05/06/2016	50.00
<b>Total 10-64-34000 CONTRACT SERVICES:</b>					<b>1,006.90</b>
<b>10-64-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	FRY FIRE DISTRICT	16-0520	EVELOPES	05/20/2016	168.14
<b>Total 10-64-41500 OFFICE SUPPLIES:</b>					<b>168.14</b>
<b>10-64-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
GENERAL FUND	MED-TECH RESOURCES INC.	59467	NITRILE GLOVES	05/06/2016	86.47
GENERAL FUND	UNITED FIRE EQUIPMENT	638795	FILTER, BREATHING AIR	05/11/2016	42.32
<b>Total 10-64-45100 DISPOSABLE EQUIP &amp; TOOLS:</b>					<b>130.79</b>
<b>10-64-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	17881	QUIK RELEASE KEY RING	05/07/2016	13.85
GENERAL FUND	ACE HARDWARE	17951	SAFETY GAS CAN	05/17/2016	109.58
GENERAL FUND	ACE HARDWARE	17955	GRIP WRENCH, BATTERIES, PIPE WRENCH	05/17/2016	88.70
GENERAL FUND	ACE HARDWARE	17977	WRENCH COMBO, SCREWDRIVER SET, PLIER SE	05/19/2016	257.70
GENERAL FUND	ACE HARDWARE	17989	STENCIL, MASKING TAPE	05/21/2016	16.94
GENERAL FUND	ACE HARDWARE	17997	LIME RUST REMOVER	05/23/2016	32.85
GENERAL FUND	B&D LUMBER & HARDWARE	144494	VALVE BALL	05/13/2016	20.70
GENERAL FUND	B&D LUMBER & HARDWARE	144565	RATCHET	05/17/2016	15.45
GENERAL FUND	CANYON STATE WIRELESS	1161075	MOUNT	05/09/2016	421.72
<b>Total 10-64-46000 OPERATIONAL EXPENSES:</b>					<b>977.29</b>
<b>10-64-46641 MEDICAL SUPPLIES</b>					
GENERAL FUND	ARROW INTERNATIONAL	93910364	IO NEEDLES	05/04/2016	583.55
GENERAL FUND	BOUND TREE MEDICAL, LLC	82135184	MEDICAL SUPPLIES/BFD	05/02/2016	229.10
GENERAL FUND	BOUND TREE MEDICAL, LLC	82147585	MEDICAL SUPPLIES/BFD	05/13/2016	608.72
<b>Total 10-64-46641 MEDICAL SUPPLIES:</b>					<b>1,421.37</b>
<b>10-64-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	GRASP HEATING & COOLING , I	13285	REPAIR COOLER	05/05/2016	383.50
GENERAL FUND	GRASP HEATING & COOLING , I	13288	REPLACED MOTOR	05/11/2016	623.50
GENERAL FUND	GRASP HEATING & COOLING , I	13648	SERVICE COOLER	05/05/2016	337.00
<b>Total 10-64-50100 BLDG REPAIR &amp; MAINT:</b>					<b>1,344.00</b>
<b>10-64-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	CITY OF SIERRA VISTA	1295	A/C NOT WORKING	04/12/2016	98.90
<b>Total 10-64-61000 VEHICLE PARTS &amp; LABOR:</b>					<b>98.90</b>
<b>10-64-62003 GASOLINE</b>					
GENERAL FUND	SHELL FLEET PLUS	813980106560	FUEL /BFD	04/14/2016	68.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-64-62003 GASOLINE:					68.00
<b>BUILDING &amp; MAINTENANCE</b>					
<b>10-74-34000 CONTRACT SERVICES</b>					
GENERAL FUND	CULLIGAN OF TUCSON	112X29150307	DRINKING WATER/BM	04/30/2016	5.68
GENERAL FUND	UNITED FIRE EQUIPMENT	507092	FIRE EXTINGUISHER INSPECTION/AIRPORT	05/06/2016	99.95
GENERAL FUND	UNITED FIRE EQUIPMENT	507096	FIRE EXTINGUISHER INSPECTION/SC	05/06/2016	54.16
GENERAL FUND	UNITED FIRE EQUIPMENT	507104	FIRE EXTINGUISHER INSPECTION/BM	05/10/2016	56.00
GENERAL FUND	UNITED FIRE EQUIPMENT	507105	FIRE EXTINGUISHER INSPECTION/CH	05/10/2016	64.00
GENERAL FUND	UNITED FIRE EQUIPMENT	521348	FIRE EXTINGUISHER INSPECTION/GAR	05/11/2016	362.73
Total 10-74-34000 CONTRACT SERVICES:					642.52
<b>10-74-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D04134201605	DOC LABOR CREW/BM	05/24/2016	81.00
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D08109201605	DOC LABOR CREW/BM	05/24/2016	140.00
Total 10-74-34100 DOC WORKERS:					221.00
<b>10-74-45300 CUSTODIAL SUPPLIES</b>					
GENERAL FUND	WAXIE SANITARY SUPPLY	75958305	JANITORIAL SUPPLIES	05/05/2016	1,177.07
GENERAL FUND	WAXIE SANITARY SUPPLY	75972226	JANITORIAL SUPPLIES	05/12/2016	85.06
GENERAL FUND	WAXIE SANITARY SUPPLY	75972518	JANITORIAL SUPPLIES	05/12/2016	459.90
Total 10-74-45300 CUSTODIAL SUPPLIES:					1,722.03
<b>10-74-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	143170	CHALK BOARD	03/17/2016	10.91
GENERAL FUND	B&D LUMBER & HARDWARE	144248	ROOFING MATERIAL	05/04/2016	104.08
GENERAL FUND	B&D LUMBER & HARDWARE	144264	STEP LADDER	05/04/2016	53.15
GENERAL FUND	B&D LUMBER & HARDWARE	144381	LUMBER	05/10/2016	33.58
GENERAL FUND	B&D LUMBER & HARDWARE	144459	OIL SCREWS	05/12/2016	36.02
Total 10-74-46000 OPERATIONAL EXPENSES:					237.74
<b>10-74-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	BANK OF AMERICA	16-0509	WIRELESS SMOKE DETECTORS	05/09/2016	424.15
Total 10-74-50100 BLDG REPAIR & MAINT:					424.15
<b>PUBLIC WORKS ADMINISTRATION</b>					
<b>10-75-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	092593283-05-	ELEC - 404 BISBEE RD	05/23/2016	32.12
Total 10-75-21000 ELECTRIC:					32.12
<b>10-75-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03112030003-	WATER/404 BISBEE RD	05/23/2016	19.79
Total 10-75-22000 WATER:					19.79
<b>10-75-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472011113302	GAS-404 BISBEE RD	05/23/2016	41.73
Total 10-75-23000 GAS:					41.73

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-75-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	510B-05-16	PHONE SERVICES-PW ADMIN	05/23/2016	33.79
GENERAL FUND	VERIZON	9765395570	CELL PHONE-PW	05/23/2016	74.05
Total 10-75-24000 TELEPHONE & FAX:					107.84
<b>GARAGE</b>					
<b>10-77-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	994591280-05-	ELEC - TOVREAVILLE RD WAREHOUSE	05/23/2016	148.25
Total 10-77-21000 ELECTRIC:					148.25
<b>10-77-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	418B-05-16	PHONE SERVICES-PW GARAGE	05/23/2016	137.60
GENERAL FUND	VERIZON	9765395570	CELL PHONE-GARAGE	05/23/2016	27.49
Total 10-77-24000 TELEPHONE & FAX:					165.09
<b>10-77-34000 CONTRACT SERVICES</b>					
GENERAL FUND	BARCO'S ICE	18-0502	ICE/ RENTAL	05/02/2016	112.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	1808	OXYGEN & TANK RENTAL	04/30/2016	37.70
GENERAL FUND	CULLIGAN OF TUCSON	112X29130903	DRINKING WATER/GARAGE	04/30/2016	512.40
GENERAL FUND	OLANDER PEST CONTROL SER	CG-42416	PEST CNTRL SRVCS /GARAGE	04/28/2016	50.00
GENERAL FUND	OLANDER PEST CONTROL SER	CG-52316	PEST CNTRL SRVCS /GARAGE	05/23/2016	50.00
GENERAL FUND	UNIFIRST CORPORATION	3100781083	UNIFORMS/GAR	04/27/2016	10.56
GENERAL FUND	UNIFIRST CORPORATION	3100782104	UNIFORMS/GAR	05/04/2016	10.56
GENERAL FUND	UNIFIRST CORPORATION	3100783122	UNIFORMS/GAR	05/11/2016	11.42
GENERAL FUND	UNIFIRST CORPORATION	3100784158	UNIFORMS/GAR	05/18/2016	12.99
Total 10-77-34000 CONTRACT SERVICES:					807.63
<b>10-77-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON Cmplx-DOU	D04132201605	DOC LABOR CREW/GAR	05/24/2016	24.00
Total 10-77-34100 DOC WORKERS:					24.00
<b>10-77-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BARNETT'S TOWING LLC	373365	TOWING	02/08/2016	375.00
Total 10-77-46000 OPERATIONAL EXPENSES:					375.00
<b>10-77-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	WILLCOX AUTO PARTS INC.	105765	PULLING KIT, BATTERIES	03/25/2016	64.88
Total 10-77-61000 VEHICLE PARTS & LABOR:					64.88
<b>BUILDING INSPECTOR</b>					
<b>10-79-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	VERIZON	9765395570	CELL PHONE-BLDG INSP	05/23/2016	18.46
Total 10-79-24000 TELEPHONE & FAX:					18.46
<b>PARKS</b>					
<b>10-80-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	021462288-05-	ELEC-VISTA PARK	05/23/2016	24.22
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	045362284-05-	ELEC-GOAR PARK	05/16/2016	30.38
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	138222280-05-	ELEC- E. VISTA PARK	05/23/2016	26.51

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	230930288-05-	ELEC-BREWERY GULCH C PARK	05/16/2016	22.67
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	512522288-05-	ELEC-MAIN ST PARK	05/16/2016	49.59
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	865470286-05-	ELEC-E VISTA COURT	05/23/2016	33.15
<b>Total 10-80-21000 ELECTRIC:</b>					<b>186.52</b>
<b>10-80-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03102062101-	WATER/GARFIELD PARK	05/16/2016	88.23
GENERAL FUND	AZ WATER COMPANY	03108053651-	WATER/GRASSY PARK	05/16/2016	498.80
GENERAL FUND	AZ WATER COMPANY	03106058001-	WATER/CITY PARK BREWERY	05/16/2016	75.53
GENERAL FUND	AZ WATER COMPANY	03109012304-	WATER/GOAR PARK	05/23/2016	56.17
GENERAL FUND	AZ WATER COMPANY	03109045722-	WATER/TRAFFIC CIRCLE	05/23/2016	47.70
GENERAL FUND	AZ WATER COMPANY	03109069151-	WATER/SAGINAW PARK	05/23/2016	84.81
GENERAL FUND	AZ WATER COMPANY	03112037563-	WATER/MULE MTN GDN PARK	05/23/2016	19.20
GENERAL FUND	AZ WATER COMPANY	03112038121-	WATER/VISTA PARK	05/23/2016	101.55
GENERAL FUND	AZ WATER COMPANY	03112039072-	WATER/W VISTA & HOATSON PARK	05/23/2016	1,314.02
GENERAL FUND	AZ WATER COMPANY	03112040621-	WATER/LOWER E VISTA & TENER BATHROOMS	05/23/2016	266.73
GENERAL FUND	AZ WATER COMPANY	03112040651-	WATER/LOWER VISTA PARK	05/23/2016	123.12
GENERAL FUND	AZ WATER COMPANY	03112047073-	WATER/AZ ST & COLE AVE IRRIGATION	05/23/2016	327.37
GENERAL FUND	AZ WATER COMPANY	03112085601-	WATER/PAUL PARK WARREN PARK	05/23/2016	50.12
<b>Total 10-80-22000 WATER:</b>					<b>3,053.35</b>
<b>10-80-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	VERIZON	9765395570	CELL PHONE-PARKS	05/23/2016	45.95
<b>Total 10-80-24000 TELEPHONE &amp; FAX:</b>					<b>45.95</b>
<b>10-80-34000 CONTRACT SERVICES</b>					
GENERAL FUND	LAL ENTERPRISES, INC	23591	PORTA POTS	04/30/2016	126.00
GENERAL FUND	UNIFIRST CORPORATION	3100781083	UNIFORMS/PARKS	04/27/2016	5.28
GENERAL FUND	UNIFIRST CORPORATION	3100782104	UNIFORMS/PARKS	05/04/2016	5.28
GENERAL FUND	UNIFIRST CORPORATION	3100783123	UNIFORMS/PARKS	05/11/2016	5.71
GENERAL FUND	UNIFIRST CORPORATION	3100784159	UNIFORMS/PARKS	05/18/2016	5.71
<b>Total 10-80-34000 CONTRACT SERVICES:</b>					<b>147.98</b>
<b>10-80-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D04133201605	DOC LABOR CREW/PKS	05/24/2016	108.00
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D08110201605	DOC LABOR CREW/PKS	05/24/2016	178.50
<b>Total 10-80-34100 DOC WORKERS:</b>					<b>286.50</b>
<b>10-80-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ANDREW EATON	16-0530	PAINT MURAL/CITY PARK	05/30/2016	550.00
GENERAL FUND	B&D LUMBER & HARDWARE	144238	COMM LINE, SPOOL, COVER	05/04/2016	106.44
GENERAL FUND	B&D LUMBER & HARDWARE	144241	CUTOFF WHEEL	05/04/2016	1.76
GENERAL FUND	B&D LUMBER & HARDWARE	144260	SPOOL INSERT, COVER, RAKE	05/04/2016	72.73
GENERAL FUND	B&D LUMBER & HARDWARE	144280	HOSE WASHER, NOZZLE	05/05/2016	5.30
GENERAL FUND	B&D LUMBER & HARDWARE	144340	COMM LINE	05/07/2016	60.59
GENERAL FUND	B&D LUMBER & HARDWARE	144345	PLUG, TEFLON	05/07/2016	4.11
GENERAL FUND	B&D LUMBER & HARDWARE	144351	TURF BUILDER	05/09/2016	21.25
GENERAL FUND	B&D LUMBER & HARDWARE	144384	SUPER GLUE, PVC CAP	05/10/2016	4.96
GENERAL FUND	B&D LUMBER & HARDWARE	144416	WONDER BAR, UTILITY KNIFE	05/11/2016	15.93
GENERAL FUND	B&D LUMBER & HARDWARE	144442	LUMBER	05/12/2016	135.10

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-80-48000 OPERATIONAL EXPENSES:</b>					<b>978.17</b>
<b>10-80-46802 LANDSCAPING MATERIALS</b>					
GENERAL FUND	HOME DEPOT CREDIT SERVIC	18-0505	SUPPLIES	05/19/2016	63.63
<b>Total 10-80-46802 LANDSCAPING MATERIALS:</b>					<b>63.63</b>
<b>10-80-61000 REPAIRS &amp; MAINT - VEHICLES</b>					
GENERAL FUND	WILLCOX AUTO PARTS INC.	108141	HYD/FL	04/21/2016	38.02
<b>Total 10-80-61000 REPAIRS &amp; MAINT - VEHICLES:</b>					<b>38.02</b>
<b>SWIMMING POOL</b>					
<b>10-81-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	781320283-05-	ELEC-QUALITY HILL POOL	05/16/2016	39.49
<b>Total 10-81-21000 ELECTRIC:</b>					<b>39.49</b>
<b>10-81-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03106006471-	WATER/POOL	05/16/2016	366.44
<b>Total 10-81-22000 WATER:</b>					<b>366.44</b>
<b>10-81-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	428B-05-16	PHONE SERVICES-SWIMMING POOL	05/23/2016	38.11
<b>Total 10-81-24000 TELEPHONE &amp; FAX:</b>					<b>38.11</b>
<b>10-81-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	PETER VONGUNDLACH	16-0405	HEAT SHRINK, RING TERMINAL	04/05/2016	20.18
GENERAL FUND	PETER VONGUNDLACH	16-0405	FASTENERS	04/05/2016	9.84
<b>Total 10-81-46000 OPERATIONAL EXPENSES:</b>					<b>30.02</b>
<b>10-81-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	PATIO POOLS & SPAS	362775-1	GASKET FLANGE	03/04/2016	21.76
GENERAL FUND	PATIO POOLS & SPAS	370520-1	PAIL	04/08/2016	150.97
GENERAL FUND	PATIO POOLS & SPAS	371796-1	PAIL	04/15/2016	301.94
GENERAL FUND	PATIO POOLS & SPAS	379079-1	SUPER SOLUBLE #5	05/13/2016	166.80
<b>Total 10-81-50100 BLDG REPAIR &amp; MAINT:</b>					<b>641.47</b>
<b>LIBRARY</b>					
<b>10-83-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	882030287-05-	ELEC-6 MAIN ST LIBRARY	05/16/2016	555.83
<b>Total 10-83-21000 ELECTRIC:</b>					<b>555.83</b>
<b>10-83-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03106016751-	WATER/LIBRARY	05/16/2016	59.20
<b>Total 10-83-22000 WATER:</b>					<b>59.20</b>
<b>10-83-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	414B-05-16	PHONE SERVICES-LIBRARY	05/23/2016	199.89

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-83-24000 TELEPHONE &amp; FAX:</b>					<b>199.89</b>
<b>10-83-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	TRACHTMAN, SEAN	16-0519	IT SUPPORT/LIBRARY	05/19/2016	50.00
GENERAL FUND	TRACHTMAN, SEAN	16-0525	IT SUPPORT/LIBRARY	05/25/2016	125.00
<b>Total 10-83-31000 PROFESSIONAL FEES:</b>					<b>175.00</b>
<b>10-83-34000 CONTRACT SERVICES</b>					
GENERAL FUND	IRONHAWK ELEVATOR, LLC	20164778	MONTHLY MAINT/APRIL 16	05/12/2016	110.00
GENERAL FUND	UNITED FIRE EQUIPMENT	507095	FIRE EXTINGUISHER INSPECTION/LIB	05/06/2016	50.00
GENERAL FUND	XEROX CORPORATION	84588813	BASE CHARGE/LIB	05/13/2016	292.65
<b>Total 10-83-34000 CONTRACT SERVICES:</b>					<b>452.65</b>
<b>10-83-42050 NON CAP ADMIN EQUIP/FURN</b>					
GENERAL FUND	CDW GOVERNMENT, INC.	3288864	WALL MOUNT	05/02/2016	203.17-
<b>Total 10-83-42050 NON CAP ADMIN EQUIP/FURN:</b>					<b>203.17-</b>
<b>10-83-46831 BOOKS</b>					
GENERAL FUND	BAKER & TAYLOR, INC.	4011601221	BOOKS/LIBRARY	05/10/2016	16.96
<b>Total 10-83-46831 BOOKS:</b>					<b>16.96</b>
<b>SENIOR CITIZENS CENTER</b>					
<b>10-85-21000 ELECTRIC</b>					
GENERAL FUND	AZ PUBLIC SERVICE (2 of 3)	816422284-05-	ELEC - 300 COLLINS RD	05/23/2016	426.17
<b>Total 10-85-21000 ELECTRIC:</b>					<b>426.17</b>
<b>10-85-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK	416B-05-16	PHONE SERVICES-SENIOR CENTER	05/23/2016	67.58
<b>Total 10-85-24000 TELEPHONE &amp; FAX:</b>					<b>67.58</b>
<b>10-85-24001 INTERNET ACCESS FEES</b>					
GENERAL FUND	CABLE ONE	16-0526/SC	INTERNET SRVC/SC	05/23/2016	59.50
<b>Total 10-85-24001 INTERNET ACCESS FEES:</b>					<b>59.50</b>
<b>10-85-34000 CONTRACT SERVICES</b>					
GENERAL FUND	OLANDER PEST CONTROL SER	SC-42416	PEST CNTRL SRVCS/SENIOR CTR	04/28/2016	50.00
GENERAL FUND	OLANDER PEST CONTROL SER	SC-52316	PEST CNTRL SRVCS/SENIOR CTR	05/23/2016	50.00
GENERAL FUND	OLANDER PEST CONTROL SER	SO-42416	PEST CNTRL SRVCS/SEAGO	04/28/2016	35.00
GENERAL FUND	OLANDER PEST CONTROL SER	SO-52316	PEST CNTRL SRVCS/SEAGO	05/23/2016	35.00
<b>Total 10-85-34000 CONTRACT SERVICES:</b>					<b>170.00</b>
<b>10-85-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON Cmplx-DOU	D04129201605	DOC LABOR CREW/SC	05/24/2016	48.00
<b>Total 10-85-34100 DOC WORKERS:</b>					<b>48.00</b>
<b>10-85-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	GRASP HEATING & COOLING , I	13650	AIR FILTER, POLE CONTACTOR	05/05/2016	297.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-85-50100 BLDG REPAIR &amp; MAINT:</b>					<b>297.00</b>
<b>PUBLIC SAFETY - FIRE GRANTS</b>					
<b>GRANT EXP - PS - FIRE</b>					
<b>17-40-22503 OTHER GRANTS</b>					
PUBLIC SAFETY - FIRE GRANTS	PHYSIO-CONTROL	116106991	BATTERY PACK	04/29/2016	1,027.19
<b>Total 17-40-22503 OTHER GRANTS:</b>					<b>1,027.19</b>
<b>TRANSIENT ROOM TAX</b>					
<b>FUND EXPENDITURES</b>					
<b>20-40-24000 TELEPHONE &amp; FAX</b>					
TRANSIENT ROOM TAX	CENTURY LINK	500B-05-16	PHONE SERVICES-VISITOR CTR	05/23/2016	119.13
TRANSIENT ROOM TAX	VERIZON	9765395570	CELL PHONE-VC	05/23/2016	18.46
<b>Total 20-40-24000 TELEPHONE &amp; FAX:</b>					<b>137.59</b>
<b>20-40-42020 PRINTING &amp; REPRODUCTION</b>					
TRANSIENT ROOM TAX	BANK OF AMERICA	16-0509	RACK	05/09/2016	491.82
<b>Total 20-40-42020 PRINTING &amp; REPRODUCTION:</b>					<b>491.82</b>
<b>20-40-42040 ADVERTISING</b>					
TRANSIENT ROOM TAX	ARIZONA JEWISH LIFE	3966	1/4 PAGE AD	05/20/2016	340.00
TRANSIENT ROOM TAX	LAMAR ADVERTISING OF PHO	107012588	DIGITAL BILLBOARDS	05/02/2016	1,000.00
<b>Total 20-40-42040 ADVERTISING:</b>					<b>1,340.00</b>
<b>STREETS</b>					
<b>FUND EXPENDITURES</b>					
<b>21-40-21000 ELECTRIC</b>					
STREETS	AZ PUBLIC SERVICE (2 of 3)	048174287-05-	ELEC-60 BREWERY GULCH SHOP3	05/16/2016	22.87
STREETS	AZ PUBLIC SERVICE (2 of 3)	482964282-05-	ELEC-60 BREWERY GULCH SHOP4	05/16/2016	22.87
STREETS	AZ PUBLIC SERVICE (2 of 3)	499174288-05-	ELEC-60 BREWERY GULCH SHOP2	05/16/2016	44.55
STREETS	AZ PUBLIC SERVICE (2 of 3)	690982286-05-	ELEC-170 HWY 92	05/23/2016	115.07
STREETS	AZ PUBLIC SERVICE (2 of 3)	843174288-05-	ELEC-60 BREWERY GULCH SHOP 1	05/16/2016	27.77
STREETS	AZ PUBLIC SERVICE (2 of 3)	922296284-05-	ELEC-LOWELL TR CIRCLE	05/23/2016	22.87
STREETS	AZ PUBLIC SERVICE (2 of 3)	994591280-05-	ELEC - TOVREAVILLE RD WAREHOUSE - STREET	05/23/2016	74.12
STREETS	AZ PUBLIC SERVICE (3 of 3)	AR0160001180	NTx JOINT USE	05/04/2016	2,110.88
STREETS	AZ PUBLIC SERVICE (3 of 3)	AR0480005049	STREET LIGHT BILLING	05/12/2016	1,764.29
STREETS	AZ PUBLIC SERVICE (3 of 3)	AR480004968	STREET LIGHT BILLING	04/18/2016	1,764.29
<b>Total 21-40-21000 ELECTRIC:</b>					<b>5,968.78</b>
<b>21-40-24000 TELEPHONE &amp; FAX</b>					
STREETS	VERIZON	9765395570	CELL PHONE-STREETS	05/23/2016	36.92
<b>Total 21-40-24000 TELEPHONE &amp; FAX:</b>					<b>36.92</b>
<b>21-40-34000 CONTRACT SERVICES</b>					
STREETS	UNIFIRST CORPORATION	3100781083	UNIFORMS/STR	04/27/2016	15.84
STREETS	UNIFIRST CORPORATION	3100782104	UNIFORMS/STR	05/04/2016	61.43
STREETS	UNIFIRST CORPORATION	3100783113	UNIFORMS/STR	05/11/2016	17.13
STREETS	UNIFIRST CORPORATION	310078414	UNIFORMS/STR	05/15/2016	17.13

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 21-40-34000 CONTRACT SERVICES:</b>					<b>111.53</b>
<b>21-40-46000 OPERATIONAL EXPENSES</b>					
STREETS	ACE HARDWARE	17887	CONCRETE MIX	05/09/2016	13.05
STREETS	ACE HARDWARE	17937	STAKES	05/16/2016	49.16
STREETS	ACE HARDWARE	17969	FLANGE FLOOR	05/19/2016	14.24
STREETS	ACE HARDWARE	17970	CHAIN PROOF	05/19/2016	11.48
STREETS	B&D LUMBER & HARDWARE	144239	PAINT	05/04/2016	11.58
STREETS	B&D LUMBER & HARDWARE	144512	PARKING BLOCK	05/16/2016	680.53
STREETS	B&D LUMBER & HARDWARE	144516	STAKE	05/16/2016	25.41
STREETS	High Desert Clinic	117332	CDL PHYSICAL	04/25/2016	85.00
STREETS	REED BOOTH	16-0516	BEE REMOVAL/STREETS	05/16/2016	100.00
STREETS	REUTER EQUIPMENT	P00496	CRUSHER SCREEN/ STREETS	05/11/2016	1,029.56
STREETS	SJP	15-1110	PROPANE	11/10/2015	44.25
STREETS	SJP	16-0218	PROPANE	02/18/2016	74.27
STREETS	TITAN MACHINERY	7615733FC	FINANCE CHARGE	04/25/2016	.83
STREETS	TITAN MACHINERY	7779870	FINANCE CHARGE	05/25/2016	1.34
<b>Total 21-40-46000 OPERATIONAL EXPENSES:</b>					<b>2,140.70</b>
<b>21-40-46210 STREET REPAIR MAT - SALES TAX</b>					
STREETS	KE & G DEVELOPMENT	155	ASPHALT	05/04/2016	53,735.43
STREETS	KE & G DEVELOPMENT	157	ASPHALT	05/04/2016	7,287.76
STREETS	MADDUX & SON'S INC.	123601	MAG SPEC ABC	04/20/2016	333.48
STREETS	MADDUX & SON'S INC.	123602	MAG SPEC ABC	04/20/2016	334.67
STREETS	MADDUX & SON'S INC.	123603	MAG SPEC ABC	04/20/2016	334.01
STREETS	MADDUX & SON'S INC.	123604	MAG SPEC ABC	04/20/2016	331.69
<b>Total 21-40-46210 STREET REPAIR MAT - SALES TAX:</b>					<b>62,357.02</b>
<b>21-40-46211 STREET REPAIR MATERIAL</b>					
STREETS	KE & G DEVELOPMENT	158	AS3	05/05/2016	39,505.67
<b>Total 21-40-46211 STREET REPAIR MATERIAL:</b>					<b>39,505.67</b>
<b>21-40-61000 VEHICLE PARTS &amp; LABOR</b>					
STREETS	ARNOLD MACH CO	B12588	PARTS FOR PAVER	05/05/2016	1,544.39
STREETS	BANK OF AMERICA	16-0509	TAILWHEEL ASSEMBLY	05/09/2016	144.89
STREETS	TITAN MACHINERY	7374406 GP	GLASS DOOR	03/08/2016	94.83
STREETS	TITAN MACHINERY	7415866	ROA	03/17/2016	4.40
STREETS	TITAN MACHINERY	7671709 GP	TOOTH FOR GANNON	04/21/2016	123.88
STREETS	USA BLUEBOOK	927083	HOSE SHANK, COUPLING	04/14/2016	83.09
STREETS	WILLCOX AUTO PARTS INC.	104407	DRIVE SHAFT, CONTROL ARM	03/09/2016	348.77
STREETS	WILLCOX AUTO PARTS INC.	108766	ARMOR ALL	04/28/2016	11.85
STREETS	WILLCOX AUTO PARTS INC.	110396	PURPLE POWER	05/16/2016	13.98
<b>Total 21-40-61000 VEHICLE PARTS &amp; LABOR:</b>					<b>2,341.28</b>
<b>21-40-62002 TIRES</b>					
STREETS	W R RYAN - FIRESTONE	T05337	SERVICE CALL	04/14/2016	246.77
<b>Total 21-40-62002 TIRES:</b>					<b>246.77</b>
<b>21-40-62003 GASOLINE</b>					
STREETS	SENERGY PETROLEUM	278447	STREETS FUEL/UNLEADED	05/02/2016	2,118.34
STREETS	SENERGY PETROLEUM	281338	STREETS FUEL/UNLEADED	05/16/2016	2,445.31

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 21-40-62003 GASOLINE:</b>					<b>4,583.65</b>
<b>21-40-62004 DIESEL</b>					
STREETS	SENERGY PETROLEUM	278447	STREETS FUEL/DIESEL	05/02/2016	2,577.98
STREETS	SENERGY PETROLEUM	281336	STREETS FUEL/DIESEL	05/16/2016	2,576.00
<b>Total 21-40-62004 DIESEL:</b>					<b>5,153.98</b>
<b>21-40-99099 TRANSFERS TO CAPITAL PROJECTS</b>					
STREETS	BRANDON LARSON	789	08 INTERNATIONAL BUCKET TRUCK	05/04/2016	23,500.00
<b>Total 21-40-99099 TRANSFERS TO CAPITAL PROJECTS:</b>					<b>23,500.00</b>
<b>BISBEE ARTS COMMISSION</b>					
<b>FUND EXPENDITURES</b>					
<b>42-40-46000 OPERATIONAL EXP (DONATIONS)</b>					
BISBEE ARTS COMMISSION	BISBEE COMMUNITY CHORUS	16-0504	BAC MINI GRANT	05/04/2016	1,000.00
BISBEE ARTS COMMISSION	BISBEE RADIO PROJECT	16-0504	BAC MINI GRANT	05/04/2016	600.00
BISBEE ARTS COMMISSION	FRIENDS OF THE COPPER QU	16-0504	BAC MINI GRANT	05/04/2016	500.00
<b>Total 42-40-46000 OPERATIONAL EXP (DONATIONS):</b>					<b>2,100.00</b>
<b>MISC. DONATIONS</b>					
<b>FUND EXPENDITURES</b>					
<b>48-40-22504 RYAN MIELE ENDOW/ANIMAL WELFARE</b>					
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/HUNTER	05/06/2016	85.00
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/NAPOLEON	05/06/2016	200.78
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/PIGGY	05/06/2016	181.50
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/SAGE	05/06/2016	385.05
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/GOOFY	05/06/2016	39.00
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/MARTY	05/06/2016	450.73
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/GABRIEL	05/06/2016	39.00
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/TALON	05/06/2016	151.70
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/ANGEL	05/06/2016	96.50
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/OLVIA	05/06/2016	46.50
MISC. DONATIONS	COCHISE ANIMAL HOSPITAL	23342	VETERINARY SERVICES/SALES TAX	05/06/2016	2.92
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/MAGPIE	05/19/2016	65.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/RAVEENA	05/19/2016	65.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/JEZEBEL	05/19/2016	95.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/CHISOLM	05/19/2016	130.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/NAPOLEON	05/19/2016	105.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/RAVEN	05/19/2016	35.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/MORGANA	05/19/2016	65.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/SLATE	05/19/2016	80.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/KITTEN 3	05/19/2016	50.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/DAISY	05/19/2016	180.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/MOON PIE	05/19/2016	65.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/MERLIN	05/19/2016	35.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/KITTEN 1	05/19/2016	80.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/GHOST	05/19/2016	210.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/SERENITY	05/19/2016	180.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/HAWK	05/19/2016	35.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/KIERA	05/19/2016	65.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/LIGHTING	05/19/2016	80.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/KITTEN 2	05/19/2016	50.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/DOE	05/19/2016	220.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	16-0519	VETERINARY SERVICES/MEDICINE	05/19/2016	50.00
Total 48-40-22504 RYAN MIELE ENDOW/ANIMAL WELFARE:					3,578.68
<b>AIRPORT FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>50-40-22000 WATER</b>					
AIRPORT FUND	NACO WATER COMPANY LLC	090016500-05-	NACO WATER/AIRPORT	05/17/2016	37.14
Total 50-40-22000 WATER:					37.14
<b>50-40-24000 TELEPHONE &amp; FAX</b>					
AIRPORT FUND	CENTURY LINK	426B-05-16	PHONE SERVICES-AIRPORT	05/23/2016	33.07
AIRPORT FUND	CENTURY LINK	703B-05-16	PHONE SERVICES-AIRPORT	05/23/2016	34.71
Total 50-40-24000 TELEPHONE & FAX:					67.78
<b>SEWER FUND</b>					
<b>54-1019900 CLEARING ACCT--SEWER/TRASH A/R</b>					
SEWER FUND	TIFFANY HAYNES	16-0516	REFUND	05/16/2016	143.46
Total 54-1019900 CLEARING ACCT--SEWER/TRASH A/R:					143.46
<b>FUND EXPENDITURES</b>					
<b>54-40-12300 UNIFORMS &amp; CLOTHING</b>					
SEWER FUND	UNIFIRST CORPORATION	3100781085	UNIFORMS/WW	04/27/2016	43.36
SEWER FUND	UNIFIRST CORPORATION	3100782105	UNIFORMS/WW	05/04/2016	48.64
SEWER FUND	UNIFIRST CORPORATION	3100782106	UNIFORMS/WW	05/04/2016	45.08
SEWER FUND	UNIFIRST CORPORATION	3100783114	UNIFORMS/WW	05/11/2016	22.84
SEWER FUND	UNIFIRST CORPORATION	3100783115	UNIFORMS/WW	05/11/2016	40.94
Total 54-40-12300 UNIFORMS & CLOTHING:					200.86
<b>54-40-13400 EDUCATION &amp; TRAINING</b>					
SEWER FUND	GATEWAY COMMUNITY COLLEGE	16-0517	ADEQ CRTFCTN TESTING TERAN	05/17/2016	87.00
SEWER FUND	TERAN, MICHAEL	16-0519	REIMBURSE/FUEL	05/19/2016	17.00
Total 54-40-13400 EDUCATION & TRAINING:					104.00
<b>54-40-21000 ELECTRIC</b>					
SEWER FUND	AZ PUBLIC SERVICE (2 of 3)	604550288-05-	ELEC-42 WARREN CUT OFF BLDG A/SEWER	05/16/2016	38.46
SEWER FUND	AZ PUBLIC SERVICE (2 of 3)	914128284-05-	ELEC-302 TERAN ST.	05/23/2016	31.56
SEWER FUND	AZ PUBLIC SERVICE (2 of 3)	918873289-05-	ELEC-42 WARREN CUT OFF BLDG B/SEWER	05/16/2016	708.95
Total 54-40-21000 ELECTRIC:					776.97
<b>54-40-22000 WATER</b>					
SEWER FUND	AZ WATER COMPANY	03109081151-	WATER/HWY 80 SEWER POND	05/23/2016	364.39
Total 54-40-22000 WATER:					364.39
<b>54-40-24000 TELEPHONE &amp; FAX</b>					
SEWER FUND	CENTURY LINK	262B-05-16	PHONE SERVICES-WW	05/23/2016	173.14
SEWER FUND	CENTURY LINK	424B-05-16	PHONE SERVICES-WW	05/23/2016	33.79

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SEWER FUND	VERIZON	9765395570	CELL PHONE-SEWER ON CALL	05/23/2016	18.46
SEWER FUND	VERIZON	9765395570	CELL PHONE-SEWER	05/23/2016	100.63
Total 54-40-24000 TELEPHONE & FAX:					326.02
<b>54-40-24001 INTERNET ACCESS FEE</b>					
SEWER FUND	CABLE ONE	16-0526/WW	INTERNET SVC/WW	05/23/2016	67.99
Total 54-40-24001 INTERNET ACCESS FEE :					67.99
<b>54-40-34000 CONTRACT SERVICES</b>					
SEWER FUND	CULLIGAN OF TUCSON	112X29131000	DRINKING WATER/WW	04/30/2016	325.43
SEWER FUND	LAL ENTERPRISES, INC	23592	PORTA POTS	04/30/2016	94.50
SEWER FUND	OLANDER PEST CONTROL SER	TP-52316	PEST CNTRL SRVCS/WW	05/23/2016	60.00
SEWER FUND	XEROX CORPORATION	84448317	BASE CHARGE/WW	05/01/2016	75.16
Total 54-40-34000 CONTRACT SERVICES:					555.09
<b>54-40-34100 DOC WORKERS</b>					
SEWER FUND	AZ STATE PRISON CMLPX-DOU	D04136201605	DOC LABOR CREW/WW	05/24/2016	4.50
Total 54-40-34100 DOC WORKERS:					4.50
<b>54-40-41500 OFFICE SUPPLIES</b>					
SEWER FUND	OFFICE DEPOT	835134499001	WIRELESS MOUSE, BOOK MEMO	04/20/2016	22.36
SEWER FUND	OFFICE DEPOT	835438841001	TRAYS, ORGANIZER	04/20/2016	14.86
SEWER FUND	OFFICE DEPOT	836478577001	CALENDAR	04/26/2016	5.70
SEWER FUND	OFFICE DEPOT	836658868001	SORTER	04/27/2016	14.28
SEWER FUND	OFFICE DEPOT	836674946001	STAMP, INK	04/27/2016	6.28
SEWER FUND	OFFICE DEPOT	836675055001	DATER, STAMP PAD	04/27/2016	17.03
SEWER FUND	OFFICE DEPOT	837135812001	PEN RETRACTOR, MAKER, SORTER	04/29/2016	34.35
Total 54-40-41500 OFFICE SUPPLIES:					114.86
<b>54-40-42020 PRINTING &amp; REPRODUCTION</b>					
SEWER FUND	BISBEE OFFICE SUPPLY	89632	LAMINATION	04/27/2016	8.22
Total 54-40-42020 PRINTING & REPRODUCTION:					8.22
<b>54-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
SEWER FUND	GRAINGER	9085157205	BATTERIES	04/18/2016	61.66
Total 54-40-45100 DISPOSABLE EQUIP & TOOLS:					61.66
<b>54-40-45200 SAFETY EQUIP &amp; SUPPLIES</b>					
SEWER FUND	CONNEY SAFETY PRODUCTS	5133149	GLV PRM GRN	04/19/2016	17.74
SEWER FUND	GRAINGER	9087084316	SAFETY GLASS	04/19/2016	12.93
Total 54-40-45200 SAFETY EQUIP & SUPPLIES:					30.67
<b>54-40-45300 CUSTODIAL SUPPLIES</b>					
SEWER FUND	GRAINGER	9090217838	FLOOR MAINTAINER	04/21/2016	14.41
Total 54-40-45300 CUSTODIAL SUPPLIES:					14.41
<b>54-40-46000 OPERATIONAL EXPENSES</b>					
SEWER FUND	ACE HARDWARE	17886	PRESSURE GAUGE, ADAPTER	05/09/2016	20.89

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SEWER FUND	ACE HARDWARE	17936	BUNGEE CORD	05/16/2016	17.53
SEWER FUND	ACE HARDWARE	17973	SHOCK TREATMENT	05/19/2016	18.62
SEWER FUND	ACE HARDWARE	17999	PRESSURE GAUGE	05/23/2016	10.95
SEWER FUND	B&D LUMBER & HARDWARE	142980	SHOVEL, RAKE	03/09/2016	37.66
SEWER FUND	B&D LUMBER & HARDWARE	144202	PIPE MATERIAL	05/02/2016	154.62
SEWER FUND	B&D LUMBER & HARDWARE	144401	MINERAL OIL	05/10/2016	43.82
SEWER FUND	B&D LUMBER & HARDWARE	144496	BRISTLE BRUSH, SMOKE ALARM	05/13/2016	71.50
SEWER FUND	BANK OF AMERICA	16-0509	BLOCK HEATER	05/09/2016	127.20
SEWER FUND	FLIGHT LIGHT, INC	0053968-IN	FRANGIBLE COUPLING	04/06/2016	143.63
SEWER FUND	JOHN WILEY & SONS, INC.	3833888	TROUBLESHOOTING/BATCH RECTOR	04/28/2016	12.22
<b>Total 54-40-46000 OPERATIONAL EXPENSES:</b>					<b>658.74</b>
<b>54-40-46541 CHEMICALS</b>					
SEWER FUND	POLYDYNE INC	1044999	CHEMICALS	05/02/2016	540.00
<b>Total 54-40-46541 CHEMICALS:</b>					<b>540.00</b>
<b>54-40-46542 LAB SUPPLIES &amp; TESTING</b>					
SEWER FUND	BIO-AQUATIC TESTING, INC	49077	CHRONIC CERIODAPHNIA DUBIA	04/18/2016	895.00
SEWER FUND	LEGEND TECHNICAL SERVICE	1606862	WW- CHEMICALS	05/13/2016	197.00
<b>Total 54-40-46542 LAB SUPPLIES &amp; TESTING:</b>					<b>1,092.00</b>
<b>54-40-46544 SLUDGE REMOVAL</b>					
SEWER FUND	ACE HARDWARE	17797	FILM POLY	04/27/2016	108.49
SEWER FUND	COCHISE COUNTY TREASURE	22182	TIPPING FEES	04/30/2016	1,914.75
SEWER FUND	GRAINGER	9087643087	TARP, CANVAS	04/19/2016	348.09
SEWER FUND	WASTE DISPOSAL, LLC.	72858	ROLL OFF	04/04/2016	1,070.00
<b>Total 54-40-46544 SLUDGE REMOVAL:</b>					<b>3,439.33</b>
<b>54-40-50100 BLDG REPAIR &amp; MAINT</b>					
SEWER FUND	ACE HARDWARE	17760	AIR FILTER	04/21/2016	54.69
SEWER FUND	ACE HARDWARE	17808	COUPLING CLAMP HOSE, LUMBER	04/28/2016	146.35
SEWER FUND	EADS CONSTRUCTION	5698	TOP SOIL, MULCH, SAND	05/05/2016	212.20
SEWER FUND	GRAINGER	9087084308	SHELVING	04/19/2016	156.11
SEWER FUND	GRASP HEATING & COOLING , I	13649	AIR FILTER, POLE CONTACTOR	05/05/2016	500.00
SEWER FUND	OFFICE DEPOT	837193916001	CHAIR	04/29/2016	181.80
<b>Total 54-40-50100 BLDG REPAIR &amp; MAINT:</b>					<b>1,251.15</b>
<b>54-40-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
SEWER FUND	GRAINGER	9103184983	BUCKET FORKS	05/05/2016	1,010.69
SEWER FUND	JIM'S ELECTRIC INC.	9798	INSTALL SHIELD	04/22/2016	467.84
SEWER FUND	JIM'S ELECTRIC INC.	9799	UPS BAD	04/22/2016	95.00
<b>Total 54-40-55000 EQUIPMENT REPAIR &amp; MAINT:</b>					<b>1,573.53</b>
<b>54-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SEWER FUND	WILLCOX AUTO PARTS INC.	103196	HOSE, CLAMP	02/24/2016	7.32
SEWER FUND	WILLCOX AUTO PARTS INC.	108702	FUEL PUMP, BATTERY	04/28/2016	128.39
SEWER FUND	WILLCOX AUTO PARTS INC.	108708	LEAK DETECTOR KIT, FREON	04/28/2016	74.56
<b>Total 54-40-61000 VEHICLE PARTS &amp; LABOR:</b>					<b>210.27</b>

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>SANITATION FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>56-40-21000 ELECTRIC</b>					
SANITATION FUND	AZ PUBLIC SERVICE (2 of 3)	994591280-05-	ELEC - TOVREAVILLE RD WAREHOUSE - SANITAT	05/23/2016	74.12
Total 56-40-21000 ELECTRIC:					74.12
<b>56-40-24000 TELEPHONE &amp; FAX</b>					
SANITATION FUND	VERIZON	9785395570	CELL PHONE-SANITATION	05/23/2016	206.01
Total 56-40-24000 TELEPHONE & FAX:					206.01
<b>56-40-34000 CONTRACT SERVICES</b>					
SANITATION FUND	UNIFIRST CORPORATION	3100781083	UNIFORMS/SAN	04/27/2016	42.55
SANITATION FUND	UNIFIRST CORPORATION	3100782104	UNIFORMS/SAN	05/04/2016	42.55
SANITATION FUND	UNIFIRST CORPORATION	3100783124	UNIFORMS/SAN	05/11/2016	39.97
SANITATION FUND	UNIFIRST CORPORATION	3100784160	UNIFORMS/SAN	05/18/2016	39.97
Total 56-40-34000 CONTRACT SERVICES:					165.04
<b>56-40-34100 DOC WORKERS</b>					
SANITATION FUND	AZ STATE PRISON CMLPX-DOU	D04126201605	DOC LABOR CREW/SAN	05/24/2016	103.50
SANITATION FUND	AZ STATE PRISON CMLPX-DOU	D04135201605	DOC LABOR CREW/SAN	05/24/2016	54.00
Total 56-40-34100 DOC WORKERS:					157.50
<b>56-40-46000 OPERATIONAL EXPENSES</b>					
SANITATION FUND	B&D LUMBER & HARDWARE	144247	PAINT	05/04/2016	75.37
SANITATION FUND	B&D LUMBER & HARDWARE	144363	KEYS	05/09/2016	3.02
SANITATION FUND	SJP	16-0316	PROPANE	03/16/2016	40.10
SANITATION FUND	SJP	16-0325	PROPANE	03/25/2016	81.69
Total 56-40-46000 OPERATIONAL EXPENSES:					200.18
<b>56-40-46561 COUNTY TIPPING FEE</b>					
SANITATION FUND	COCHISE COUNTY TREASURE	22181	HOUSEHOLD, YARD WASTE	04/30/2016	17,033.22
Total 56-40-46561 COUNTY TIPPING FEE:					17,033.22
<b>56-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SANITATION FUND	RUSH TRUCK CENTER	3002486367	COMPRESSOR REPAIR KIT	05/04/2016	768.29
SANITATION FUND	TRUCK & TRAILER PARTS	43449	ADIP CART	05/03/2016	117.01
SANITATION FUND	WILLCOX AUTO PARTS INC.	107068	BATTERY	04/08/2016	98.43
SANITATION FUND	WILLCOX AUTO PARTS INC.	107646	ACCOMP, VALVE	04/15/2016	513.20
SANITATION FUND	WILLCOX AUTO PARTS INC.	108026	HOSE, HOSE END	04/20/2016	27.80
SANITATION FUND	WILLCOX AUTO PARTS INC.	108376	BLUE DEF	04/25/2016	49.32
SANITATION FUND	WILLCOX AUTO PARTS INC.	108670	HOSE, HOSE END	04/27/2016	271.00
SANITATION FUND	WILLCOX AUTO PARTS INC.	109093	HOSE, HOSE END	05/03/2016	55.02
SANITATION FUND	WILLCOX AUTO PARTS INC.	109151	REMAN VALVE	05/03/2016	14.70
SANITATION FUND	WILLCOX AUTO PARTS INC.	109407	AUTO PARTS	05/05/2016	19.00
Total 56-40-61000 VEHICLE PARTS & LABOR:					1,931.57
<b>56-40-62002 TIRES</b>					
SANITATION FUND	W R RYAN - FIRESTONE	T05403	TIRES	04/22/2016	401.76

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 56-40-62002 TIRES:</b>					<b>401.76</b>
<b>BISBEE PUBLIC WORKS GRANTS</b>					
<b>GRANT EXP - PUBLIC WORKS</b>					
<b>57-40-22511 TINTOWN DRAINAGE - PLAN/DESGN</b>					
BISBEE PUBLIC WORKS GRANTS	ENGINEERING & ENVIRONMEN	56500	DRAINAGE STUDY	05/17/2016	2,375.00
<b>Total 57-40-22511 TINTOWN DRAINAGE - PLAN/DESGN:</b>					<b>2,375.00</b>
<b>QUEEN MINE FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>59-40-21000 ELECTRIC</b>					
QUEEN MINE FUND	AZ PUBLIC SERVICE (2 of 3)	035940289-05-	ELEC-HWY 80 QM	05/16/2016	1,225.05
<b>Total 59-40-21000 ELECTRIC:</b>					<b>1,225.05</b>
<b>59-40-22000 WATER</b>					
QUEEN MINE FUND	AZ WATER COMPANY	03109024701-	WATER/QUEEN MINE	05/23/2016	146.68
<b>Total 59-40-22000 WATER:</b>					<b>146.68</b>
<b>59-40-24000 TELEPHONE &amp; FAX</b>					
QUEEN MINE FUND	CENTURY LINK	406B-05-16	PHONE SERVICES-QM	05/23/2016	139.97
QUEEN MINE FUND	VERIZON	9765395570	CELL PHONE-QM	05/23/2016	18.46
<b>Total 59-40-24000 TELEPHONE &amp; FAX:</b>					<b>158.43</b>
<b>59-40-24001 INTERNET ACCESS FEE</b>					
QUEEN MINE FUND	BANK OF AMERICA	16-0509	INTERNET SERVICE	05/09/2016	78.77
<b>Total 59-40-24001 INTERNET ACCESS FEE :</b>					<b>78.77</b>
<b>59-40-34000 CONTRACT SERVICES</b>					
QUEEN MINE FUND	OLANDER PEST CONTROL SER	TP-42416	PEST CNTRL SRVCS	04/28/2016	60.00
<b>Total 59-40-34000 CONTRACT SERVICES:</b>					<b>60.00</b>
<b>59-40-41500 OFFICE SUPPLIES</b>					
QUEEN MINE FUND	BANK OF AMERICA	16-0509	BAGS, LABELS	05/09/2016	162.84
<b>Total 59-40-41500 OFFICE SUPPLIES:</b>					<b>162.84</b>
<b>59-40-43500 POSTAGE</b>					
QUEEN MINE FUND	BANK OF AMERICA	16-0509	POSTAGE	05/09/2016	3.59
QUEEN MINE FUND	BANK OF AMERICA	16-0509	POSTAGE	05/09/2016	29.00
<b>Total 59-40-43500 POSTAGE:</b>					<b>32.59</b>
<b>59-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
QUEEN MINE FUND	BANK OF AMERICA	16-0509	ADAPTER, WRENCH	05/09/2016	332.79
<b>Total 59-40-45100 DISPOSABLE EQUIP &amp; TOOLS:</b>					<b>332.79</b>
<b>59-40-46030 CONCESSION SUPPLIES</b>					
QUEEN MINE FUND	BANK OF AMERICA	16-0509	CANDY BARS	05/09/2016	47.49

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 59-40-46030 CONCESSION SUPPLIES:</b>					<b>47.49</b>
<b>59-40-46591 MERCHANDISE</b>					
QUEEN MINE FUND	BANK OF AMERICA	16-0509	COPPER INGOTS, BARS, COINS	05/09/2016	408.20
QUEEN MINE FUND	HOWARD'S JEWELRY, INC.	124696	JEWELRY SETS	04/20/2016	209.76
QUEEN MINE FUND	IMPORTED INTERIORS	2215	CHIMES	05/12/2016	186.78
<b>Total 59-40-46591 MERCHANDISE:</b>					<b>804.74</b>
<b>BISBEE BUS FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>96-40-41505 ADMIN MISC EXPENSES</b>					
BISBEE BUS FUND	VERIZON	9765403101	CELL PHONE-BISBEE BUS	05/23/2016	52.74
<b>Total 96-40-41505 ADMIN MISC EXPENSES:</b>					<b>52.74</b>
<b>96-40-41607 CITY OPERATING EXPENSE</b>					
BISBEE BUS FUND	BANK OF AMERICA	16-0509	HOTEL/AZTA TRANSIT CONFER.	05/09/2016	204.65
BISBEE BUS FUND	CITY OF DOUGLAS	20160516355	BUS OPERATING SERVICES/APRIL	05/23/2016	19,460.35
BISBEE BUS FUND	DIAMOND MANUFACTURING, I	31085	FARE BOX KEYS	03/10/2016	62.75
BISBEE BUS FUND	PORIER, SHAR	16-0301	REIMBURSEMENT-MILEAGE	03/01/2016	46.28
BISBEE BUS FUND	PORIER, SHAR	16-0301	REIMBURSEMENT-MILEAGE	03/01/2016	207.50
BISBEE BUS FUND	PORIER, SHAR	16-0509	REIMBURSEMENT-MILEAGE	05/09/2016	98.97
BISBEE BUS FUND	TRACHTMAN, SEAN	16-0525BUS	IT SUPPORT/BUS	05/25/2016	100.00
<b>Total 96-40-41607 CITY OPERATING EXPENSE:</b>					<b>20,180.50</b>
<b>Grand Totals:</b>					<b>436,742.95</b>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Recorder: \_\_\_\_\_



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: **June 7, 2016**

Regular     Special

DATE ACTION SUBMITTED: May 26, 2016

REGULAR                   CONSENT

TYPE OF ACTION:  
RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

SUBJECT: **APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON ARIL 19, 2016 AT 7:00PM**

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

RECOMMENDATION:            **Approve Minutes**

PROPOSED MOTION:            **I move to approve the Minutes of the Regular Session of Mayor and Council held on April 19, 2016 at 7:00PM**

DISCUSSION:

FISCAL IMPACT:            **No Impact.**

DEPARTMENT LINE ITEM ACCOUNT:            **NA**

BALANCE IN LINE ITEM IF APPROVED:            **NA**

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

Reviewed by: *Ronald Oertle*  
**Ronald Oertle,  
Mayor**

## **MINUTES**

**MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, APRIL 19, 2016, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.**

**THE MEETING WAS CALLED TO ORDER BY MAYOR OERTLE AT 7:04PM.**

### **ROLL CALL**

#### **COUNCIL**

Councilmember Eugene Conners, Ward I  
Councilmember Joan Hansen, Ward II  
Councilmember Shirley Doughty, Ward III  
Mayor Ronald Oertle  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Douglas Dunn, Ward II  
Councilmember Serena Sullivan, Ward I

#### **STAFF**

Jestin Johnson, City Manager  
Nina Williams, Deputy City Clerk  
Sharon Buono, Finance Director  
Albert Echave, Police Chief  
Andy Haratyk, Interim Public Works Director

#### **CITY ATTORNEY**

Britt Hanson

**INVOCATION:** Mayor Oertle asked that we reflect on the good things in our lives.

### **PLEDGE OF ALLEGIANCE**

### **MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:**

- Councilmember Doughty introduced and spoke about the Teacher of the Year nominee from Naco Elementary School Ms. Erin Rhodes who was nominated for Elementary Teacher of the Year.
- Mayor Oertle announced that without objection from council items number fourteen (14) and seven (7) would be pulled from the agenda. Councilmember Conners asked for the reason why number fourteen (14) was being pulled. Mayor Oertle deferred over to City Attorney Britt Hanson. Mr. Hanson stated that the agenda item was properly noticed however, because of the possibility for executive session it was also required to at least twenty-four (24) hour notice to anybody who would be the subject to that discussion and that was not done.

### **CALL TO THE PUBLIC**

- Tom Nelson, Bisbee resident spoke about the upcoming community events.
- Ryan Bruce, Bisbee resident spoke about the upcoming City Park 100<sup>th</sup> Birthday Celebration on May 29, 2016.
- Nicholas Night, Bisbee resident spoke regarding the Visitor Center trial move and urges Council to go ahead and make that move. He also spoke regarding the interim City Manager position and urged the Council to pick someone with the experience needed especially during budget time.

- Doug Stanhope, Bisbee resident spoke about Bisbee being nominated in a current online poll by the USA Today as one of the top twenty (20) Best Small Towns in America. He encouraged citizens to vote for Bisbee.

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 \$516,459.41.  
 SECOND: Councilmember Doughty MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Special Session of Mayor and Council held on March 22, 2016 at 5:30PM.

Ashlee Coronado, City Clerk

- B. Approval of a Liquor License Application for the San Jose Chevron Located at 1288 Highway 92, Bisbee, AZ 85603; Max Mini Mart, Applicant.

Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve the Consent Agenda items 2A-2B.  
 SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

OLD BUSINESS

Councilmember Doughty introduced and spoke about the Teacher of the Year nominee from Bisbee High School Mr. Armando Ballesteros who was nominated for High School Teacher of the Year.

Mayor Oertle noted that Laura Miller, Principal of the Bisbee High School and said that she was doing a good job.

Councilmember Cline stated that it was a pleasure to work with Mr. Ballesteros.

3. Discussion and Possible Approval of Ordinance O-16-01, Authorizing the Sale and Transfer of City Property Located East of 536 C Warren Hill Street.

Britt Hanson, City Attorney

Mr. Hanson stated that this was just completing the paperwork and this was it and then the deed will be executed and property transferred.

MOTION: Councilmember Hansen moved to approve Ordinance O-16-01, authorizing the sale and transfer of City property located East of 536C Warren Hill Street in the amount of \$2,052.00.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

4. Discussion and Possible Approval of Ordinance O-16-02, Authorizing the Sale and Transfer of City Property Located East of 534 B Warren Hill Street.  
Britt Hanson, City Attorney

Mr. Hanson stated ditto.

Councilmember Dunn pointed out the typographical it should read 534 B Warren Hill Street.

MOTION: Councilmember Hansen moved to approve Ordinance O-16-02, authorizing the sale and transfer of City property located East of 534B Warren Hill Street in the amount of \$1,838.00.

SECOND: Councilmember Conners

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

NEW BUSINESS

5. Presentation by Step Up Bisbee/Naco on Clean Up Efforts.  
Britt Hanson, City Attorney

Mr. Hanson stated that the Council had a work session regarding ways to clean up certain parts of Bisbee. He introduced Grady Meadows from Step UP Bisbee / Naco.

Mr. Meadows spoke regarding what Step Up Bisbee/ Naco does. He also spoke in detail about projects they have done.

Councilmember Hanson said that it was the finest example of neighbor's helping neighbor's and also citizen's and the City of Bisbee coming together for the benefit of Bisbee. She thanked Mr. Meadow's board and volunteers for all the wonderful work they have done.

Councilmember Dunn applauded their efforts and commented on a tax credit that was given for agencies that assist the low income.

Councilmember Hansen thanked Mr. Joe Ward for making this happen.

Mr. Bogue said that Step Up Bisbee/ Naco had greatly expanded the reach, scope and depth. He was thrilled with what they had done.

Mayor Oertle said to Mr. Meadows that it was a noble undertaking. It's what makes communities really worthwhile to live in.

6. Presentation on Self Evaluation for ADA Transition.  
Andy Haratyk, Interim Public Works Director  
Torin Sadow, Public Works Intern

Mr. Haratyk spoke regarding being 100% ADA Compliant in the City of Bisbee in the next few years. He introduced Torin Sadow.

Mr. Sadow thanked Andy, Jestin and Serena for working so closely with him and inspiring him. He gave a detailed presentation regarding traffic control and ADA Self-evaluation.

Mr. Haratyk stated that we were the only municipality in the county that has two (2) certified street employees in ADA-Right-of-Way.

Councilmember Dunn asked about the motorcycle parking spaces that have been designated. Mr. Haratyk explained in detail the motorcycle parking spaces.

Councilmember Sullivan thanked Torin Sadow. He really worked hard while he was here. He was so motivated, so professional and so competent. She wished him well in his future.

Mayor Oertle thanked Andy Haratyk, Interim Public Works Director and Torin Sadow, Public Works Intern.

- 7. Discussion and Possible Approval of a Park, Facility and Right of Way Use Permit to play on Various Saturdays at Grassy Park Effective April 30, 2016.

Andy Haratyk, Interim Public Works Director

This item was pulled from the agenda.

- 8. Discussion and Possible Approval of the Extension of the Park, Facility and Right of Way Use Permit for the Bisbee Farmers Market for the Use of Lower Vista Park Every Saturday between April 16<sup>th</sup> through May 2, 2016.

Jestin Johnson, City Manager

Mr. Johnson stated that this agenda item was allowing the Farmer’s Market to continue the next couple of weeks while we work out some technical issues.

Mr. Bogue spoke regarding continuing the Farmer’s Market. He stated that the current insurance was through May 2<sup>nd</sup>. He urged council to vote to give them till May 2<sup>nd</sup>.

Councilmember Doughty commented how great Saturday’s Farmer’s Market was.

MOTION: Councilmember Sullivan moved to approve the Extension of the Park, Facility, and Right-of-Way Use Permit for the Bisbee Farmers Market for use of Lower Vista Park Every Saturday between April 16, 2016 through May 2, 2016.

SECOND: Councilmember Doughty

MOTION PASSED: UNANIMOUSL

- 9. Public Hearing for the 5311 Grant regarding the Bisbee Bus Transit Program to allow the Public to be heard with respect to the Social, Economic and Environmental Aspects of the Project.

Jestin Johnson, City Manager

Mr. Johnson introduced Melanie Greene.

Ms. Greene spoke in detail regarding the 5311 Grant Program /Application. She stated that this budget would be for two (2) years and went over in detail. She spoke about expanding the route into Sierra Vista. She gave examples on how the budget had changed this year. She thought we had a really lean budget, we are spending less than we did last year, but when you look at the two (2) year combined if that

expansion was to go forward, which we have assumed it will for budget purposes it was a lot more and that was something that may need some further discussion. It doesn't have to be done yet until this budget was negotiated next year.

Mayor Oertle opened the Public Hearing.

- Mayor Oertle asked if there was a member in the public that would like to speak in support of this item. There were no members in the public that spoke in support of this item.
- Mayor Oertle asked if there was a member in the public that would like to speak in opposition of this item. There were no members in the public that spoke in opposition of this item.
- Mayor Oertle asked the City Clerk's Office if there had been any written communications filed with the Clerk's Office. Ms. Williams indicated that there were not.

Mayor Oertle closed the Public Hearing.

Councilmember Sullivan asked if there was money in there for year one (1) replacement bus and if that money would come from the grant. Ms. Greene said that award request for the \$98,000 was in there. Ms. Greene went over year one (1) and two (2) bus replacement in detail. Councilmember Sullivan asked if the feasibility and needs study would be funded by this also. Ms. Greene stated that it was completely funded through the SEAGO planning grant that they received from ADOT. They will start that planning process in July.

Councilmember Connors asked Ms. Greene if she knew there was any demand between here and Palominas/ Hereford. Ms. Greene thought that there had always been a need however; understanding that there was always a need doesn't mean that you meet an economy of scale.

10. Discussion and Possible Approval of Resolution R-16-01 Supporting the Bisbee Bus Transit Program and the Application for Funds to Operate the Bisbee Transit/Bus System and Authorizing the Mayor to Sign all Applications and Grant Contracts.

Jestin Johnson, City Manager

Mr. Johnson said that this was a resolution associated with this particular grant program requesting approval for the Mayor to execute.

Ms. Greene clarified that the application signature authority actually belongs in this case to the City Manager unless you prefer to be the signatory she could go back and change those signature forms. Mayor Oertle asked if it made a difference. Ms. Greene stated that it did not.

**MOTION:** Councilmember Cline moved to approve Resolution R-16-01 Supporting the Bisbee Bus Transit Program and the Application for Funds to Operate the Bisbee Transit / Bus System and Authorizing the Mayor to Sign all Applications and Grant Contracts.

**SECOND:** Councilmember Doughty

Councilmember Sullivan commented on an idea that she had and wanted to ask if there was a way to have the bus available on Sunday's for a couple of runs. She knows that there was some need there or maybe it could be a part of the feasibility study. Ms. Greene said that for Sunday's here in Bisbee they would need to look at a greater change of programming they have always and very close to pushing the limit on what the local match availability was.

**ROLL CALL VOTE:**

**AYES:** Councilmember Connors, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

**NAYS:** 0

**MOTION PASSED:** AYES -7; NAYS -0

11. Discussion and Possible Approval of Resolution R-16-02 Supporting the City of Bisbee's Formal Adoption of the City of Bisbee Transportation Amended Title VI Plan.

Jestin Johnson, City Manager

Mr. Johnson stated that we were requesting the adoption of the resolution for the Title VI Transit Plan.

Ms. Greene stated that the Title VI was a standard plan that requires resolution approval every year. Title VI was civil rights and assurances and the city bus has a number of civil rights requirements that it was bound to every year. This plan addresses what they are and how the city bus addresses them.

MOTION: Councilmember Conners moved to approve Resolution R-16-02 in support of the City of Bisbee's formal adoption of the City of Bisbee Transit's Amended Title VI Plan.

SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle.

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

12. Discussion and Possible Approval for the City of Bisbee to Enter into an Agreement with the Bisbee Museum for the Visitor Center Annex.

Jestin Johnson, City Manager

Jen Luria, Visitor Center Manager

Mr. Johnson said that this particular item originated back in December of last year and the idea was to look at other ways of promoting, establishing, recognizing and giving the public the opportunity to see who we are by way of our visitor center. He also said that this was an idea something to try and see if it works.

Ms. Luria reiterated that we are currently number one (1) for the best U.S. historic small town right now on USA.com, which was a huge title.

Ms. Luria said that the Bisbee Mining and Historical Museum and the Bisbee Visitor Center are proposing an innovative partnership to enhance tourism in Bisbee. A Visitor Center information Annex which will be housed at the Bisbee Museum office, which was the 1914 Paymaster office which was to the right of the actual museum not in the museum. As tourism was one of Bisbee's primary economic drivers this project offers a unique opportunity for the city, museum and our business to work together to enhance the visitor experience.

This proposed Annex would pick up those not crossing Highway 80 where the current Visitor Center was and would direct visitors to businesses of their interest and encourage extended stays. The Visitor Center located at the Queen Mine tour will remain the primary center for the visitor information. The Annex would be a Bisbee information center, which would be centrally located in the Historic District and will focus on providing information relevant to all of Bisbee's businesses, services and events.

The museum was budgeted for a part-time contract employee to serve as the museum office assistant and the Visitor Center had budgeted for a part-time contract employee to serve as the Visitor Center Manager's assistant. The required skill set for both these positions was the same with the shared employees and several volunteers this annex could be open seven (7) days a week.

They are proposing a one (1) year trial period for this rather unique partnership. The City would see enhanced tourism, accessible and quality services, as well as a likely increase in Mine Tour attendance. Businesses would see better information availability and direction for restaurants, retail shops, lodging and services. Tourist would see an enhanced visitor experience with accessible and quality services and learning what Bisbee has to offer.

Ms. Luria read aloud several letters of support for the Visitor Center Annex.

Ms. Gustavson said that the governing authority of the Museum, which was the Bisbee Council on Arts & Humanities were very interested and intrigued by this idea and fully supports it.

Mark Schmidt said that the Chamber of Commerce was in 100% support of the Visitor Center Annex. He urges council to strongly consider it.

Ann English supported the idea of this partnership and encourages council to support this.

Stanley Stern, Chairman of the iBisbee Committee said that the iBisbee committee had discussed this at their meetings and felt that it would work very well. He also said that tourism was changing in Bisbee. People come not just for the Mine Tour, but the ambience of our town. Many people will not cross Highway 80 to go to our Visitor Center, but do have questions. They felt that the establishment of an annex would work. They also believed in the one (1) year trial, because we need to take a look at the numbers and see how successful it has been or how unsuccessful it has been. The iBisbee Committee unanimously supports it.

Mayor Oertle asked about the one (1) year trial that either party could withdraw after 60 day notice. Mr. Stern said of course.

Councilmember Sullivan was confused on the hours of operation asked for clarification on what they would be working. Mr. Stern said the overflow would be staffed with volunteers.

Mayor Oertle also asked regarding the hours being 28 hours a week. Mr. Stern said that it would be a new employee, it was a posted job. That person will work fourteen (14) hours for the museum and fourteen (14) hours for the visitor center manager. So, you would have a split person, but you have them doing two (2) defined things on a particular schedule.

Ms. Gustavson stated that Jenn, her and Sharon had discussed how this could be worked out. Right now neither one of them had the funds to pay a full-time person with benefits so, we need to keep this position under thirty (30) hours a week. They will utilize volunteers to keep the visitor center open Saturday, Sunday and Monday. She explained what they would be working on and how. Mayor Oertle reiterated the information that was given.

Councilmember Sullivan stated that it was a really nice plan and she supports it.

Susan Blackford stated that she would like this item to be tabled. She explained and reviewed in detail her reasons for tabling this item.

Cristina Plascencia spoke in support all efforts being made currently by the City and businesses. She stated the Bisbee had been noticed in a big way. All of this collectively had made this a boom year and boosted our economy.

Maralyce Ferrer said that tourism now was our economic driver. She thought they had seen tremendous business expansion this year. We need to take this opportunity to provide more information for our tourist and guest's. She also thought we needed to vote on this now why wait.

Mayor Oertle asked about the remodeling money that the Mining Museum had and that he worried that the historical nature might be changed. Ms. Gustavson said that the remodeling was simply repainting it, bringing the electrical up to code, replacing the carpet and putting new flooring in and signage. It will not be any structural change at all to the building.

Mayor Oertle reiterated regarding the one (1) year trail.

Councilmember Doughty heard several people say that the Visitor Center was hard to find. She had been up to the Mining Museum tour building several times this past week and had problems finding a parking place. If the Visitor Center was so hard to find; there have been an awful lot of people finding that building. The Mine Tour had been overloaded and doesn't see the necessity for the annex, because she had been told by several people that it was only for Old Bisbee. She asked if the businesses in Warren and San Jose would be recognized by the annex. Why are we doing all of this work just for Old Bisbee. All of the advertisements that she has seen it said Bisbee it doesn't say Old Bisbee.

Ms. Luria spoke regarding the parking that Councilmember Doughty had brought up. She stated that they represent businesses everywhere; San Jose, Warren and Old Bisbee. Mr. Stern stated that, that was an issue that iBisbee also had addressed regarding representing all businesses. The annex itself will be set up to work with our whole community.

Councilmember Hansen said that the idea of having an annex was not only going to help all of the businesses and make it easier for people who are visiting in Bisbee to find out information. The people who are not using the Visitor Center right now and don't know about the Mine Tour learn about the Mine Tour because that information will be there.

Councilmember Sullivan reiterated for Councilmember Shirley that it was the whole City of Bisbee businesses being represented. She really thought it would be nice to have both the annex and the Visitor Center. She also thought it would be good to do a count of how many people come through both.

Councilmember Cline was not so concerned about a one (1) year trial period. She thanked Mr. Stern for explaining as he did. She felt that with brochures and information it was more of a Chamber of Commerce job. She asked if the Chamber was not in the convention center where are they and why aren't they doing their part perhaps maybe they should go into the annex and be a little more visible. Councilmember Sullivan said that the idea was to see how this went first. Councilmember Cline asked again where the chamber was.

Mark Schmidt, Chamber of Commerce stated that right now the Chamber of Commerce was a virtual organization they are not looking to spend business owner's money on grants right now. They have no paid salary positions. He stated that the Chamber was approached about assisting on this. He also stated that they are looking for more board members.

Susan Blackford stated that tonight we are talking about the Visitor Center. She spoke about being a business owner on Main Street. She reviewed some of the history of tourism in Bisbee.

Mr. Johnson stated that one of the things that had not been discussed was that although we are saying this was a one (1) year trial there was still a goal, approach or idea of what to do long term. He spoke regarding the long term solution in the event that something changes. When we talk about being fiscally responsible that was what we are doing, but we are choosing to look forward and not staying in the past

but try to do something a little bit different than what has been done before. We won't get a different result if we don't try something different. He recommends the adoption of this MOU.

Councilmember Dunn appreciates the cooperation between the Mining Museum and the Visitor Center and he would be voting for this request.

Mayor Oertle stated that this possible expenditure comes from the bed tax. He felt it was a duplication of what we have, but there are some excellent arguments on both sides of this issue.

MOTION: Councilmember Dunn moved to approve the City of Bisbee executes an MOU with the Bisbee Mining Museum to create a visitor center annex for a period of one year.

SECOND: Councilmember Hansen

**ROLL CALL VOTE:**

AYES: Councilmember Conners, Hansen, Cline, Dunn, Sullivan and Mayor Oertle.

NAYS: Councilmember Doughty

MOTION PASSED: AYES -6; NAYS -1

13. Discussion and Possible Approval of Resolution R-16-03 Establishing a Confidentiality Policy Regarding Recruitment of City Manager.

Britt Hanson, City Attorney

Mr. Hanson said that this was brought up a couple of weeks ago when the council was discussing the hiring process for the City Manager he had suggested the possibility for increasing the applicant pool and give applicants more assurance if they are working at a current job. They could apply and their current employer would not know about it at least until we had made the final cut. He suggested at that time that council adopt a policy to allow the council to review applications in private and confidentiality. He believed it would work well for the City to shield applicants from public scrutiny until such time as council makes the final cut.

MOTION: Councilmember Conners moved to approve Resolution R-16-03 Establishing a Confidentiality Policy Regarding Recruitment of City Manager.

SECOND: Councilmember Cline

**ROLL CALL VOTE:**

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES -7; NAYS -0

14. Discussion and Possible Appointment by Mayor and Council of an Interim City Manager.

*Per ARS § 38-431.03(a)(1), the City Council may vote to go into executive session for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.*

Britt Hanson, City Attorney

This item was pulled from the agenda.

15. City Manager's Report:

- Other current events

- Mr. Johnson said that this year compared to last year we were in a hole about \$452,000.00 and he was very happy to report and express that we are in the black to the tune of \$34,351.00.
- Mr. Johnson spoke about the Public Works request for proposal for the gabion baskets to restore the actual wall at the Santa Cruz wash and the request for proposal regarding chip seal for Adams and Laundry Hill.
- Mr. Johnson said that the Hwy 92 Sidewalk project was moving forward and the project should be completed by the end of 2016.
- Mr. Johnson spoke regarding the Police Manual. He was looking forward to bringing it forward to Council.
- Mr. Johnson said that the Fire Department was moving forward with their annual Emergency Vehicle Operations Course.
- Mr. Johnson spoke regarding Rope Rescue training.

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

- Councilmember Dunn explained how to report a concern regarding control weeds, trash, unsightly properties, health and fire hazards and abandoned vehicles through the City's website.
- Councilmember Sullivan updated on the Bisbee Homeless Taskforce. She called for Sustainability Commission Members and talked about the upcoming Earth Day Celebration/Planting and Pollinator Demonstrations at the Bisbee Community Garden on Friday, April 22<sup>nd</sup> from 8:00am-12:00pm.

MOTION: Councilmember Hansen moved to adjourn the meeting.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 9:42PM

---

Ronald Oertle, Mayor



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

DATE ACTION SUBMITTED: June 1, 2016

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION           ORDINANCE           FORMAL ACTION           OTHER

SUBJECT: APPROVAL OF THE MINUTES OF THE SPECIAL SESSION OF MAYOR AND COUNCIL HELD ON MAY 31, 2016 AT 5:30PM

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Special Session of Mayor and Council held on May 31, 2016 at 5:30PM

DISCUSSION:

FISCAL IMPACT: No Impact.

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ronald Oertle  
Ronald Oertle, Mayor

## MINUTES

MINUTES OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, MAY 31, 2016, AT 5:30 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR OERTLE AT 5:43PM.

### ROLL CALL

#### COUNCIL

Councilmember Eugene Conners, Ward I  
Councilmember Joan Hansen, Ward II  
Councilmember Shirley Doughty, Ward III  
Mayor Ronald Oertle  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Douglas Dunn, Ward II  
Councilmember Serena Sullivan, Ward I

#### STAFF

Ashlee Coronado, City Clerk  
Sharon Buono, Finance Director  
Andy Haratyk, Public Works Director

#### CITY ATTORNEY

Britt Hanson

THE FOLLOWING ITEM WAS DISCUSSED AT THIS MEETING:

1. Discussion and Possible Appointment by Mayor and Council of an Interim City Manager.  
*Per ARS § 38-431.03(a)(1), the City Council may vote to go into executive session for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.*  
Britt Hanson, City Attorney

Mr. Hanson stated that we were looking for a recommendation to go into executive session. He recommends it since it was a discussion of personnel.

MOTION: Councilmember Cline moved to go into Executive Session.

SECOND: Councilmember Sullivan

MOTION PASSED: UNANIMOUSLY

MOTION: Councilmember Hansen moved to come out of Executive Session.

SECOND: Councilmember Sullivan

MOTION PASSED: UNANIMOUSLY

MOTION: Councilmember Dunn moved to appoint Andy Haratyk as Interim City Manager, to serve in that capacity until such time as a permanent City Manager is appointed and employed.

SECOND: Councilmember Conners

#### ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Dunn and Sullivan

NAYS: Councilmember Cline and Mayor Oertle

MOTION PASSED: AYES-5; NAYS-2

MOTION: Councilmember Connors moved to adjourn the meeting.

SECOND: Councilmember Hansen

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 6:15PM

---

Ronald Oertle, Mayor



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

DATE ACTION SUBMITTED: May 31, 2016

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

SUBJECT: **APPROVAL OF THE APPOINTMENT OF JUDI FLOWERS TO THE TRANSIT ADVISORY COMMITTEE**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approve

**PROPOSED MOTION:**            I move to approve the Appointment of Judi Flowers to the Transit Advisory Committee.

**DISCUSSION:**

Ms. Flowers has submitted her application to serve on the Transit Advisory Committee.

If approved Ms. Flower's term will end January 15, 2019.

**FISCAL IMPACT:**            NA

**DEPARTMENT LINE ITEM ACCOUNT:**            NA

**BALANCE IN LINE ITEM IF APPROVED:**            NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ronald Oertle  
Ronald Oertle, Mayor



JUDY FLOWERS

BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 05-10-16

RECEIVED

MAY 16 2016

\* Board interested to serve:

CITY CLERK'S OFFICE CITY OF BISBEE

- Checkboxes for various committees: Airport Advisory Committee, Board of Appeals, Committee on Disability Issues, Employee Council, Judicial Selection Committee, Parks and Recreation Committee, Public Safety Retirement Board, Youth Council, Bisbee Arts Commission, Charter Review Committee, Community Sustainability Commission, Evergreen Cemetery Committee, Library Advisory Board, Planning and Zoning Commission, Streets and Infrastructure Committee, Board of Adjustment, Civil Service Commission, Design Review Board, iBisbee Committee, Municipal Property Corporation, Police and Fire Advisory Committee, Transit Advisory Committee.

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

FLOWERS Last Name, JUDI First Name, N/A Middle Initial, 100 Navajo Mailing Address, Drive Street, Bisbee City, AZ State, 85603 Zip Code

Residential Street Address: Apt 209, 100 Navajo Dr. Bisbee 85603

Telephone Number(s): 520-432-9104

Email Address: flowersjudi@yahoo

\* I have been a resident of Bisbee for 9+ years \* Are you currently on any Boards? NO

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed): Nursing homes and/or hospitals of New England's coast area for @ 37 yrs

Please provide a brief summary of Civic/Volunteer Experience: WTP Bisbee staffed first day care centre using "love and logic" child and parent support model (2 yrs) Co-established first Junior Youth Spiritual Empowerment Program in Douglas, AZ - (4 1/2 yrs)

Rev 06/2015 member of Cenpatco Community Health Consortium (4 1/2 yrs) member of Bisbee Community Advisory Council (4 1/2 yrs)

**Other Background Information Relevant to Serving in this Position:**

Do not own a vehicle. Ride the bus/walk as  
main form of transportation. Began riding bus in  
2006. Busing is a very real form of social interaction  
and enjoyment for me. I am ready to 'stand up' for the  
drivers in dangerous or 'seemingly' compromising circumstances.

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

Intelligent, knowledgeable, flexible in my views and  
deeply grateful for a service that were I to have to pay  
for it would be seriously taxing on my budget.

**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: Jodi Flowers Date: 05-10-16

When complete, please return to:  
City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax 520.432.6069 E-mail: [acoronado@bisbeeaz.gov](mailto:acoronado@bisbeeaz.gov)  
[nwilliams@bisbeeaz.gov](mailto:nwilliams@bisbeeaz.gov)



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

**DATE ACTION SUBMITTED:** May 31, 2016

REGULAR                   CONSENT

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

**SUBJECT: APPROVAL OF THE APPOINTMENT OF MONI NORNG TO THE TRANSIT ADVISORY COMMITTEE**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approve

**PROPOSED MOTION:**            I move to approve the Appointment of Moni Norng to the Transit Advisory Committee.

**DISCUSSION:**

Moni Norng has submitted an application to serve on the Transit Advisory Committee.

If approved Moni Norng's term will end January 15, 2019.

**FISCAL IMPACT:**            NA

**DEPARTMENT LINE ITEM ACCOUNT:**            NA

**BALANCE IN LINE ITEM IF APPROVED:**            NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ronald Oertle  
Ronald Oertle, Mayor



# BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

**RECEIVED**

Date of Application: 5-14-16

MAY 16 2016

CITY CLERK'S OFFICE  
CITY OF BISBEE

**\* Board interested to serve:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Airport Advisory Committee     | <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 type="checkbox"/> Community Sustainability Commission  | <input type="checkbox"/> Design Review Board                           |
| <input type="checkbox"/> Employee Council               | <input type="checkbox"/> Evergreen Cemetery Committee         | <input type="checkbox"/> iBisbee Committee                             |
| <input type="checkbox"/> Judicial Selection Committee   | <input type="checkbox"/> Library Advisory Board               | <input type="checkbox"/> Municipal Property Corporation                |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission       | <input checked="" type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input checked="" type="checkbox"/> Transit Advisory Committee         |
| <input type="checkbox"/> Youth Council                  |   |  |

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

<u>NORNG</u>		<u>MONI</u>			
Last Name		First Name		Middle Initial	
<u>109</u>	<u>BORNITE AVE.</u>	<u>BISBEE</u>	<u>AZ</u>	<u>85603</u>	
Mailing Address		Number	Street	City	State Zip Code

Residential Street Address: SAME

Telephone Number(s): 520-559-2128

Email Address: Moni.Norng@yahoo.com

\* I have been a resident of Bisbee for 1 years \* Are you currently on any Boards? NONE  
*\*(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): Fred SERVAE Management  
DISABLED community

Please provide a brief summary of Civic/Volunteer Experience:

NONE

**Other Background Information Relevant to Serving in this Position:**

Disabile Bus stops need improvements  
\_\_\_\_\_

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

Have ideas and had observed all or most articles  
for Disabile  
\_\_\_\_\_

**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):**

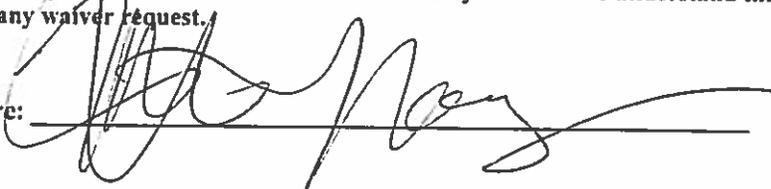
I am requesting that the following rule(s) be waived in order to serve on the Commission:

- 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:  Date: 5-14-16

When complete, please return to:  
City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax 520.432.6069 E-mail: [acoronado@bisbeeaz.gov](mailto:acoronado@bisbeeaz.gov)  
[nwilliams@bisbeeaz.gov](mailto:nwilliams@bisbeeaz.gov)



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

DATE ACTION SUBMITTED: <u>May 31, 2016</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 APPOINTMENT OF SYDNEY DOZIER TO THE YOUTH COUNCIL	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Appointment of Sydney Dozier to the Youth Council.

**DISCUSSION:**

Ms. Dozier has submitted her application to serve on the Youth Council.

If approved, Ms. Dozier will serve on the council until January 2019 or graduation.

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ronald Oertle  
Ronald Oertle, Mayor



# BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

# RECEIVED

Date of Application: 9 May 2016

MAY 17 2016

CITY CLERK'S OFFICE  
CITY OF BISBEE

**\* Board interested to serve:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee     | <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 type="checkbox"/> Community Sustainability Commission  | <input type="checkbox"/> Design Review Board                |
| <input type="checkbox"/> Employee Council               | <input type="checkbox"/> Evergreen Cemetery Committee         | <input type="checkbox"/> iBisbee Committee                  |
| <input type="checkbox"/> Judicial Selection Committee   | <input type="checkbox"/> Library Advisory Board               | <input type="checkbox"/> Municipal Property Corporation     |
| <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 checked="" type="checkbox"/> Youth Council       |   |   |

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

<u>Lozier</u>	<u>Sydney</u>	<u>E.</u>
Last Name	First Name	Middle Initial
<u>Mountainview ave. 100</u>	<u>Silver</u>	<u>Bisbee</u>
Mailing Address	Street	City
<u>100</u>	<u>AZ</u>	<u>85603</u>
Number	State	Zip Code

Residential Street Address: 100 Mountainview ave.

Telephone Number(s): (520) 366-6243

Email Address: Sydneycunningham140@gmail.com

\* I have been a resident of Bisbee for 14 years \* Are you currently on any Boards? \_\_\_\_\_  
\* (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): 9<sup>th</sup> grade secretary/treasurer, church positions: Dea, hire president, Maidmaid president, and seminary president.

Please provide a brief summary of Civic/Volunteer Experience: I've feed the homeless, sang in choir at public events, various church active, work with community.

**Other Background Information Relevant to Serving in this Position:**

In charge of math class when substitute is in charge, and was also  
voted to be in charge of class when needed in construction class.

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

I'm a good leader, I'm also a fair and equal person, and I also  
enjoy working with my peers, also very supportive, honorable, and  
dependable.

**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:** Sydney Degen **Date:** 5/9/16

**When complete, please return to:**  
City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax 520.432.6069 E-mail: [acoronado@bisbeeaz.gov](mailto:acoronado@bisbeeaz.gov)  
[rwilliams@bisbeeaz.gov](mailto:rwilliams@bisbeeaz.gov)



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

DATE ACTION SUBMITTED: <u>May 31, 2016</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 APPOINTMENT OF POE DISMUKE TO THE BISBEE ARTS COMMISSION	

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Appointment of Poe Dismuke to the Bisbee Arts Commission.

**DISCUSSION:**

Mr. Dismuke has submitted his application to serve on the Bisbee Arts Commission.

If approved, Mr. Dismuke will serve on the council until January 15, 2019.

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ronald Oertle  
Ronald Oertle, Mayor



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 5/29/16

RECEIVED

MAY 31 2016

\* Board interested to serve:

CITY CLERK'S OFFICE CITY OF BISBEE

- Board of Adjustment, Civil Service Commission, Design Review Board, iBisbee Committee, Municipal Property Corporation, Police and Fire Advisory Committee, Transit Advisory Committee, etc.

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

DISMUKE POF P
Last Name First Name Middle Initial
PO box 1668 Bisbee AZ 85603
Mailing Address Number Street City State Zip Code

Residential Street Address: 422 Roberts AVE

Telephone Number(s): 520-485-6843

Email Address: info@SAMPOEGALLERY.COM

\* I have been a resident of Bisbee for 14 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): ARTIST + OWNER SAMPOE GALLERY SELF TAUGHT - SCULPTOR - BUSINESS OWNER 12 YEARS -

Please provide a brief summary of Civic/Volunteer Experience: MOST OF THE ALTERED BOOK SHOW LIBRARY FOUNDER OF THE BRATS (AN ARTIST SOAP BOX DERBY)

Other Background Information Relevant to Serving in this Position:

30 plus year AS A  
working artist + gallery owner

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

NEEDS MORE LOCAL ARTISTS  
REPRESENTED

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):

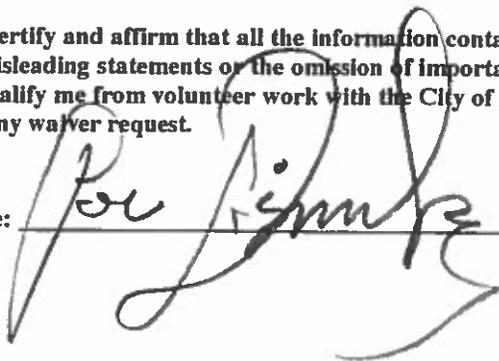
I am requesting that the following rule(s) be waived in order to serve on the Commission:

- 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:



Date:

5/29/12

When complete, please return to:

City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax 520.432.6069 E-mail: [acoronado@cityofbisbee.com](mailto:acoronado@cityofbisbee.com)  
[nwilliams@cityofbisbee.com](mailto:nwilliams@cityofbisbee.com)



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

**DATE ACTION SUBMITTED:** May 31, 2016

REGULAR                   CONSENT

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

**SUBJECT:**    **DISCUSSION AND POSSIBLE APPROVAL OF A PARK, FACILITY, AND RIGHT-OF-WAY USE PERMIT FOR THE BISBEE ROTARY CLUB FOR THE USE OF COLE AVENUE, BISBEE ROAD, ARIZONA STREET FOR THE 4<sup>TH</sup> OF JULY PARADE ON MONDAY, JULY 4, 2016 FROM 8:00AM TO 1:00PM**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approval

**PROPOSED MOTION:**            I move that we approve the Park, Facility, and Right-of-way use Permit for the Bisbee Rotary Club for the use of Cole Avenue, Bisbee Road, Arizona Street for a 4<sup>th</sup> of July parade on Monday, July 4, 2016 from 8:00am to 1:00pm.

**DISCUSSION:**

Ms. Carrie Gustavson has submitted a Park, Facility, and Right-of-Way use permit to hold the 4<sup>th</sup> of July Parade. It will take place on Monday, July 4, 2016. The hours will be from 8:00am to 1:00pm.

This event is held on a mandatory work day for the Police Department, therefore there will be no additional charges for Public Safety Personnel. Staff has reviewed the permit and recommends approval.

**FISCAL IMPACT:**            \$25.00 Permit Fee + \$50.00 Refundable Deposit

**DEPARTMENT LINE ITEM ACCOUNT:**            10-32-10650

**BALANCE IN LINE ITEM IF APPROVED:**            NA

**Prepared by:** Ashlee Coronado  
Ashlee Coronado  
City Clerk

**Reviewed by:** Justin Johnson  
for Justin Johnson  
City Manager

RECEIVED

MAY 26 2016

CITY CLERK'S OFFICE  
CITY OF BISBEE

Permit No. 26-16

CITY OF BISBEE  
PARK, FACILITY AND RIGHT-OF-WAY USE PERMIT  
(This permit must be approved by City Council and/or by Parks staff prior to the event)

Permit must be submitted to and approved by the City Council prior to the event. City Council meetings are the first and third Tuesday of each month. **Please note:** your permit application must be submitted to the Public Works / Parks & Recreation Department at least four weeks prior to the next scheduled City Council meeting (before your scheduled event) in order for it to be on the City Council's meeting agenda. If the applicant is proposing to sell liquor at the proposed event, the applicant should allow an additional 10 days for processing of the required State "Special Liquor License." **Also:** As per section 11.2.9 paragraph G - "All permittees shall be responsible for returning the park, recreational facility or public right-of-way to the same condition in which it existed upon issuance of the permit. If this responsibility is not met, the permittee will be charged at a rate set forth by the City staff and approved by the Mayor and Council". Refer to Section 11.2.9 - "Park and Facility Use" of the City Code for requirements regarding use of City parks and facilities (a copy of the City Code is available at [www.cityofbisbee.com](http://www.cityofbisbee.com), City Hall, or the Copper Queen Library)

If you have any questions regarding this permit application, please contact Lorena Valdez, Public Works at 432-6002 or [lvaldez@cityofbisbee.com](mailto:lvaldez@cityofbisbee.com)

APPLICANT INFORMATION

1. Applicant Name: Cernie Gustavson Date: 5/23/2016

2. Organization Name: Bisbee Rotary Club

3. Mailing Address: PO Box 21, Bisbee AZ 85803

Phone #: 249-7024 Contact name and phone # during event Joan Hansen

4. Name and complete description of activity planned (attached separate letter to include breakdown of event and activities and details if more than one activity or if more space is needed).

4<sup>th</sup> July Parade: Cole Ave, Bisbee Rd, Arizona St; Review stand in front of City Hall

5. Approximate Number of Participants and/or Spectators: 3,000

6. Requested Location of Event: Cole Ave, Arizona St, Bisbee Rd

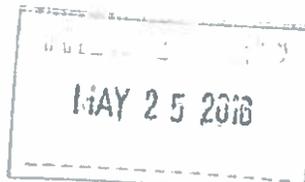
7. Date(s) of Event: July 4<sup>th</sup>, 2016

8. Hours of Event: 11:00 - 12:30

9. Hours of Reservation (with set-up and breakdown) 8:00 - 1:00

10. Request Consumption of Alcohol: Yes  No

11. Request Sales of Alcohol: Yes  No



### SERVICES REQUESTED FROM THE CITY OF BISBEE

(Provide letter with all services that are needed with details of times and locations. City may require services depending on nature of event) See attached service rate sheet.

- \$   1    General Electricity access \$10 (CITY, LOWER VISTA, & GRASSY PARKS ONLY),  
Band Shell Access \$50 (CITY PARK):  
 GENERATORS ARE PERMITTED....ALL JUMPING CASTLES MUST HAVE  
INSURANCE AND GENERATORS
- \$ \_\_\_\_\_  Beer Permit (non-commercial permits only) \$10
- \$ \_\_\_\_\_  Police (escorts, security, road closures, redirecting of traffic): for 4<sup>th</sup> July Parade
- \$ \_\_\_\_\_  Park Public Works staff (example: posting closures of streets/parking, access to  
facility/band shell/restrooms, etc): \_\_\_\_\_

\$ \_\_\_\_\_ Other - any additional requests made by applicant or any other conditions set by the  
City Council, City Code, ordinance or resolution.

*Request waiver of fees & City sponsorship*

### CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE:

- \$25 non-commercial or \$50 commercial permit fee paid before permit is processed.
- \$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.
- Fees for above service requests in the amount of \$ \_\_\_\_\_ before permit is processed or event can take place.
- Business License/Special Event License Fee of \$32.50 paid before permit is processed- where there is a promoter sub-letting booth space to vendors, the promoter will pay a fee of \$32.50 and \$4.00 per vendor per day. The promoter is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promoter and all vendors via their State tax forms.
- Vendor Fee of \$4.00 per vendor, per day (must be submitted prior to the event).
- Certificate of insurance required showing City of Bisbee as additional insured - \$1,000,000 minimum for high risk functions.
- County Health Department Food Permit must be attached if serving food or having food vendors. Health Department can be contacted at 520- 432-9472 for more information (This is not a food handler's certificate)
- Special Event Liquor License Application submitted to the City Clerks office- required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Phoenix Office). The sale of or consumption of alcoholic beverages must be approved by the City Council.
- Copy of flyers or promotional material associated with this event.

NOTES: 1-THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.

2-IF YOU ARE HAVING A PARTY WITHOUT A PERMIT WITH MORE THAN 50  
PEOPLE, CITY STAFF WILL COLLECT THE PERMIT FEE AT THE TIME OF  
YOUR PARTY AND PROVIDE YOU WITH A RECEIPT.

**APPLICANT CERTIFICATION**

**ANY PERSON VIOLATING ANY PROVISION OF THIS ARTICLE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, SHALL BE PUNISHABLE BY A FINE OF NOT LESS THEN FIFTY DOLLARS NO MORE THAN FIVE HUNDRED DOLLARS.**

I, Carie Gustavson certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

  
Signature of Applicant/Authorized Party

May 23, 2016  
Date

## HOLD HARMLESS AGREEMENT

Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) 4<sup>th</sup> July Parade event the period from (date & time) July 4<sup>th</sup> 1:00 to July 4<sup>th</sup> 12:30, the permittee Bisbee Rotary Club agrees to the following:

1. That the permittee shall defend, indemnify and save harmless the City of Bisbee, its officers, employees, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description arising by reason of any act or commission of the permittee, his agent(s), employees or participants during the event or in consequence of any negligence or carelessness regarding the same.

If Permittee is required to provide insurance:

2. The Permittee's insurance shall be primary.
3. The City of Bisbee shall be named as an additional insured on the permittee's liability insurance coverage for the referenced event, and the Hold Harmless Agreement be endorsed onto said insurance policy.
4. Said liability insurance shall be in an amount no less than \$1,000,000.00 per occurrence.
5. Said insurance shall not be canceled or expired during the term of the event unless a minimum of ten (10) days written notice is given to the Finance Director of the City of Bisbee.

  
\_\_\_\_\_  
Signature of Permittee or Authorized Representative

Print Name

Carrie Gustafson

Date

May 23 2016

### COUNCIL ACTION:

Recommended to: Approve: \_\_\_\_\_ Deny: \_\_\_\_\_

With conditions as noted:  
\_\_\_\_\_  
\_\_\_\_\_

Mayor's Signature:

Date:

**Bisbee Rotary Club  
July 4<sup>th</sup> Parade 2016**

**Operational Plan**

On-site registration opens 9:00 across from Greenway School on Cole Ave.  
Entries are assigned numbers that are matched with chalked numbers along Cole Ave. & Hoveland St. to position the entries

Parade starts 11:00, usual ending time 12:30 (see attached right-of-way use permit application)

**Parade Route:**

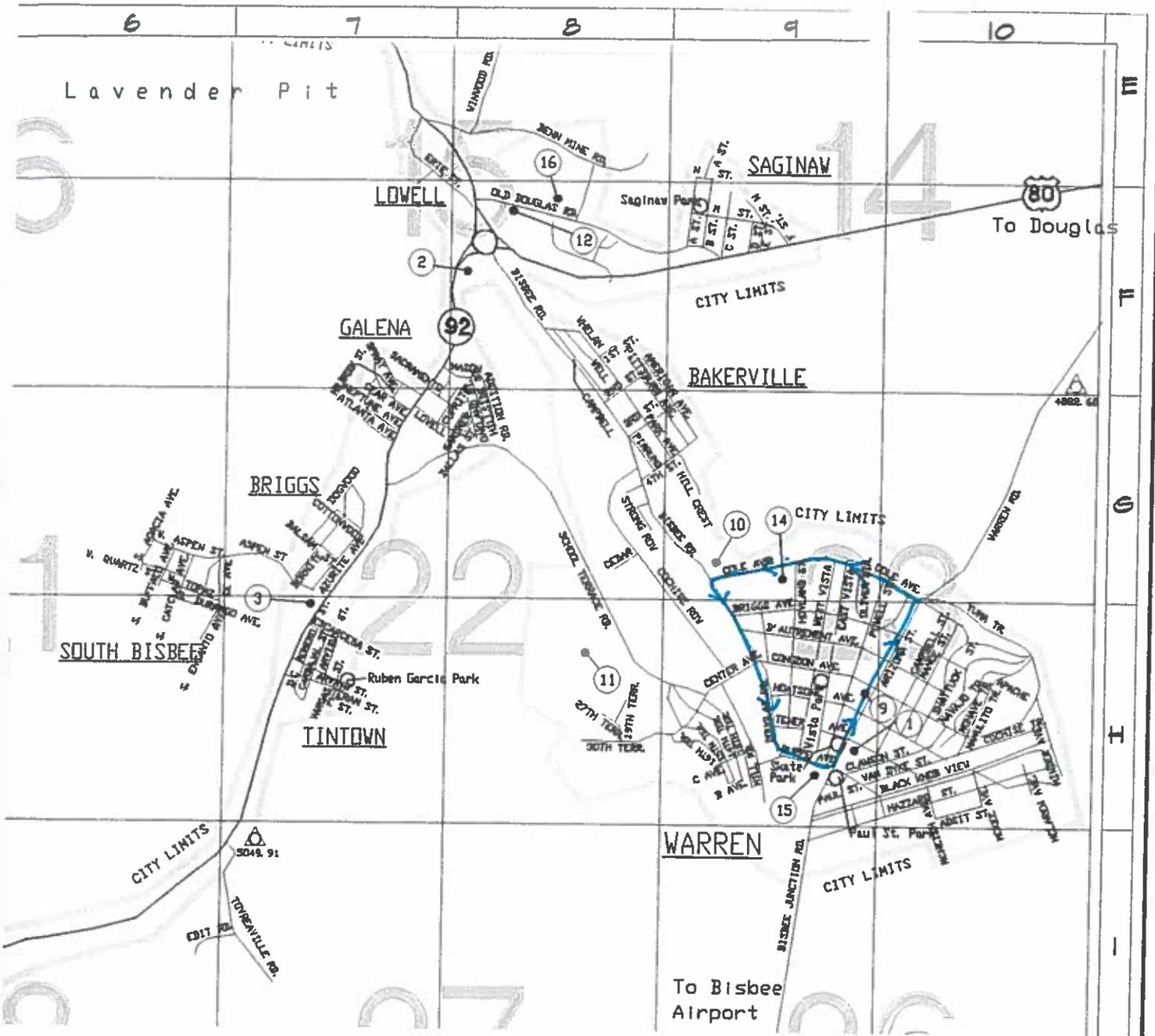
Parade begins at the intersection of Bisbee Road & Cole Ave.; a Rotary volunteer will work with the Police to ensure the proper flow of the entries and will ask each entry not to throw candy or use water pistols.

Cole Avenue to Bisbee Road/Douglas Street to Arizona Avenue back to Cole Avenue.

Review stand will be placed in front of City Hall on Arizona Street.

This parade has followed this plan for decades with one year's slight alteration with the change from Arizona Street to East Vista due to construction on the former.

The Bisbee Police have been informed and approve the plan (see attached map)  
Bisbee Public Works has approved the plan.



**Map of Warren District of Bisbee, AZ**

**See Index (Separate Download) for Key to Street Names/Map Location**

**Courtesy of BisbeeAZ85603.com**

*July 4, 2016 Parade Route  
All side roads will be  
blocked during Parade.*



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

**DATE ACTION SUBMITTED:** June 2, 2016

REGULAR                   CONSENT

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

**SUBJECT:**    **APPROVAL OF THE PARK, FACILITY AND RIGHT OF WAY USE PERMIT FOR THE USE OF BREWERY GULCH FOR THE 4<sup>TH</sup> OF JULY MUCKING AND DRILLING CONTESTS ON MONDAY, JULY 4, 2016 FROM 7:00AM TO 7:00PM**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Recommend Approval

**PROPOSED MOTION:**            I move to approve the Park, Facility and Right of Way Use Permit for the use of Brewery Gulch for the 4<sup>th</sup> of July Mucking and Drilling Contests on Monday, July 4, 2016 from 7:00AM to 7:00PM.

**DISCUSSION:** Mr. Nico Moots has submitted a Park, Facility, and Right of Way Use Permit for the use of Brewery Gulch for the annual Hard Rock Drilling and Mucking Events on Monday, July 4, 2016 from 7:00AM to 7:00PM. It is requested that officers be available to assist with the removal of vehicles as in years past. Flyers will be posted in advance to inform every one of the street closure. Brewery Avenue from City Park to Howell Avenue will be blocked off from 12 p.m. to 7:00 p.m. The Brewery Gulch Parking Lot will be closed from 7:00 a.m. to 7:00 p.m. to allow time for setup and breakdown. Porta Pots will be placed in the area. The City will also assist as in years past with setting the rock and mucking material, obtaining and delivering large bleachers and small bleachers, setting up "no parking" signs, and removal of rock and mucking material of the following day.

This event is held on a mandatory work day for the Police Department, therefor there will be no additional charges for Public Safety Personnel. Staff has reviewed the permit and recommends approval.

The permit fee of \$50.00 and the \$50.00 refundable deposit are required.

**FISCAL IMPACT:**            \$50.00

**DEPARTMENT LINE ITEM ACCOUNT:**            10-31-10650

**BALANCE IN LINE ITEM IF APPROVED:**

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Jana Williams  
for Justin Johnson, City Manager

RECEIVED

JUN 02 2016

Permit No. 31-16

CITY CLERK'S OFFICE  
CITY OF BISBEE

**CITY OF BISBEE**  
**PARK, FACILITY AND RIGHT -OF -WAY USE PERMIT**  
(This permit must be approved by City Council and/or by Parks staff prior to the event)

Permit must be submitted to and approved by the City Council prior to the event. City Council meetings are the first and third Tuesday of each month. **Please note:** your permit application must be submitted to the Public Works / Parks & Recreation Department at least four weeks prior to the next scheduled City Council meeting (before your scheduled event) in order for it to be on the City Council's meeting agenda. If the applicant is proposing to sell liquor at the proposed event, the applicant should allow an additional 10 days for processing of the required State "Special Liquor License." Also: As per section 11.2.9 paragraph G - "All permittees shall be responsible for returning the park, recreational facility or public right-of-way to the same condition in which it existed upon issuance of the permit. If this responsibility is not met, the permittee will be charged at a rate set forth by the City staff and approved by the Mayor and Council". Refer to Section 11.2.9 - "Park and Facility Use" of the City Code for requirements regarding use of City parks and facilities (a copy of the City Code is available at [www.cityofbisbee.com](http://www.cityofbisbee.com) , City Hall, or the Copper Queen Library)

If you have any questions regarding this permit application, please contact Lorena Valdez, Public Works at 432-6002 or [lvaldez@cityofbisbee.com](mailto:lvaldez@cityofbisbee.com)

**APPLICANT INFORMATION**

1. Applicant Name: NICO MOOTS Date: 06-01-16

2. Organization Name: NONE

3. Mailing Address: 302 E. Vista Bisbee AZ, 85603

Phone #: (520) 508-0037 Contact name and phone # during event NICO MOOTS

4. Name and complete description of activity planned (attached separate letter to include breakdown of event and activities and details if more than one activity or if more space is needed).

Hard Rock Drilling and Mucking Events

5. Approximate Number of Participants and/or Spectators: 25 participants / 3000 spectators

6. Requested Location of Event: Brewery Gulch

7. Date(s) of Event: July 4<sup>th</sup>, 2016

8. Hours of Event: 12pm - 6:30/7:00

9. Hours of Reservation (with set-up and breakdown) 7am to 7pm

10. Request Consumption of Alcohol: Yes  No

11. Request Sales of Alcohol: Yes  No

OK AT

## SERVICES REQUESTED FROM THE CITY OF BISBEE

(Provide letter with all services that are needed with details of times and locations. City may require services depending on nature of event) See attached service rate sheet.

\$ \_\_\_\_\_  General Electricity access \$10 (CITY, LOWER VISTA, & GRASSY PARKS ONLY),  
Band Shell Access \$50 (CITY PARK):

GENERATORS ARE PERMITTED....ALL JUMPING CASTLES MUST HAVE  
INSURANCE AND GENERATORS

\$ \_\_\_\_\_  Beer Permit (non-commercial permits only) \$10

\$ \_\_\_\_\_  Police (escorts, security, road closures, redirecting of traffic): for \_\_\_\_\_

\$ \_\_\_\_\_  Park Public Works staff (example: posting closures of streets/parking, access to  
facility/band shell/restrooms, etc):

*Sign for No Parking, set Rock/Muck/sand  
pick up Bleachers, Also pick up Rock and Muck, Bleacher After event. Block  
parking in front of Elmo's the night before. Security for event. Trash cans and Two Dumps*

\$ \_\_\_\_\_  Other - any additional requests made by applicant or any other conditions set by the  
City Council, City Code, ordinance or resolution.

*4 Bleachers, 2 porta Pots, ~~water~~ Block parking lot at noon close street for traffic  
Remove Vehicle  
Trash cans +  
Dumps*

### CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE:

- \$25 non-commercial or \$50 commercial permit fee paid before permit is processed.
- \$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.
- Fees for above service requests in the amount of \$ \_\_\_\_\_ before permit is processed or event can take place.
- Business License/Special Event License Fee of \$32.50 paid before permit is processed- where there is a promoter sub-letting booth space to vendors, the promoter will pay a fee of \$32.50 and \$4.00 per vendor per day. The promoter is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promoter and all vendors via their State tax forms.
- Vendor Fee of \$4.00 per vendor, per day (must be submitted prior to the event).
- Certificate of insurance required showing City of Bisbee as additional insured - \$1,000,000 minimum for high risk functions.
- County Health Department Food Permit must be attached if serving food or having food vendors. Health Department can be contacted at 520- 432-9472 for more information (This is not a food handler's certificate)
- Special Event Liquor License Application submitted to the City Clerks office- required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Phoenix Office). The sale of or consumption of alcoholic beverages must be approved by the City Council.
- Copy of flyers or promotional material associated with this event.

NOTES: 1-THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.

2-IF YOU ARE HAVING A PARTY WITHOUT A PERMIT WITH MORE THAN 50  
PEOPLE, CITY STAFF WILL COLLECT THE PERMIT FEE AT THE TIME OF  
YOUR PARTY AND PROVIDE YOU WITH A RECEIPT.

**APPLICANT CERTIFICATION**

**ANY PERSON VIOLATING ANY PROVISION OF THIS ARTICLE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, SHALL BE PUNISHABLE BY A FINE OF NOT LESS THEN FIFTY DOLLARS NO MORE THAN FIVE HUNDRED DOLLARS.**

I, Nico Moots certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

  
Signature of Applicant/Authorized Party

  
Date

## HOLD HARMLESS AGREEMENT

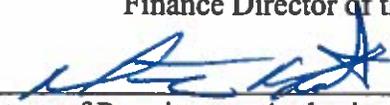
Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Brewery Gulch event the period from (date & time) July 4<sup>th</sup>, 2016 noon to July 4<sup>th</sup> 2016 7pm, the permittee Nico Hoops agrees to the following:

1. That the permittee shall defend, indemnify and save harmless the City of Bisbee, its officers, employees, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description arising by reason of any act or commission of the permittee, his agent(s), employees or participants during the event or in consequence of any negligence or carelessness regarding the same.

If Permittee is required to provide insurance:

2. The Permittee's insurance shall be primary.
3. The City of Bisbee shall be named as an additional insured on the permittee's liability insurance coverage for the referenced event, and the Hold Harmless Agreement be endorsed onto said insurance policy.
4. Said liability insurance shall be in an amount no less than \$1,000,000.00 per occurrence.
5. Said insurance shall not be canceled or expired during the term of the event unless a minimum of ten (10) days written notice is given to the Finance Director of the City of Bisbee.

  
Signature of Permittee or Authorized Representative

Dominic Hoops (Nico)  
Print Name

June 01, 2016  
Date

**COUNCIL ACTION:**

Recommended to: Approve: \_\_\_\_\_ Deny: \_\_\_\_\_

With conditions as noted:  
\_\_\_\_\_  
\_\_\_\_\_

Mayor's Signature:

Date:

CITY OF BISBEE PUBLIC WORKS DEPARTMENT  
118 ARIZONA STREET  
BISBEE, AZ 85603  
(520) 432-6002

APPLICATION FOR SPECIAL EVENT LICENSE

(Please print firmly or type)

(1) Applicant's Name: Nico Moots (Downtown)

(2) Mailing Address, City, State & Zip: 300 E. Vista  
Bisbee AZ, 85603

(3) Business Name: None

(4) Business Address: \_\_\_\_\_

(5) City: Bisbee State: AZ Zip: 85603

(6) Business Phone No.: \_\_\_\_\_ Resident Phone No.: \_\_\_\_\_

(7) Name of Special Event: Hard Rock Drilling/mocking Date: July 4<sup>th</sup>, 2016

Specify date(s) License needed: July 4<sup>th</sup>, 2016

(8) Will you be serving food: \_\_\_\_\_ YES  NO

If yes, do you have a Health Dept. Food Certificate: \_\_\_\_\_ YES  NO

(A copy of the Cochise County Health Dept. Certificate MUST accompany this application otherwise it will not be accepted)

Fees: Permit fee: \$32.50  
Vendor fee of: \$4.00 per day. (When promoter subletting to other vendors)

Total submitted: \$ \_\_\_\_\_

I, Nico Moots being first duly sworn upon oath hereby declare, under penalty of perjury, that I am the licensee making the foregoing application and that said application has been read and that the contents thereof and all statements contained therein are true, correct, and complete.

[Signature]  
Signature of Applicant

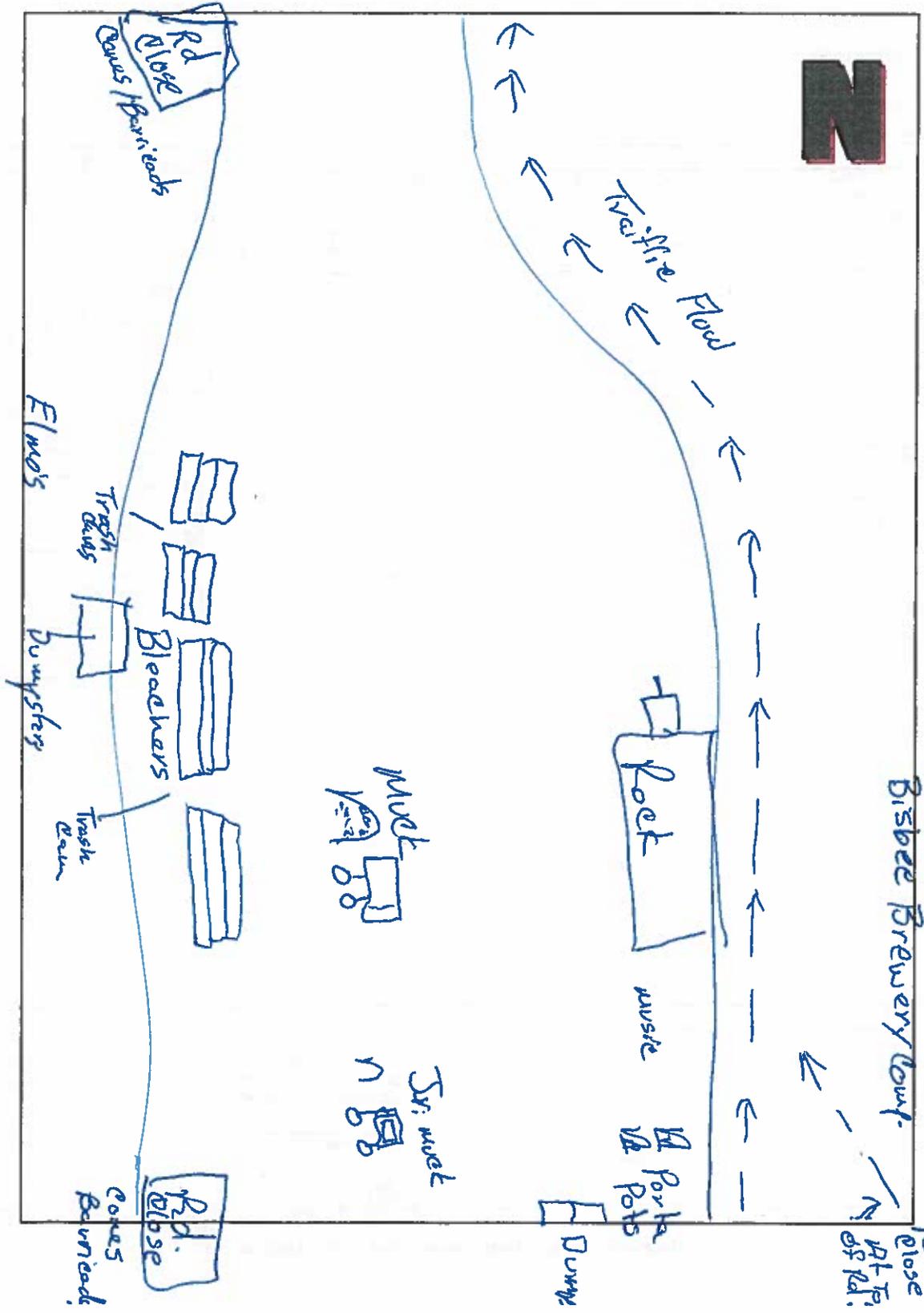
June 01, 2016  
Date

Make checks payable to: City of Bisbee  
118 Arizona Street  
Bisbee, Arizona 85603

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
 (This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Kim Dunn	
Dunn Insurance, LLC		<b>PHONE (A/C, No, Ext):</b> 520-458-1944	<b>FAX (A/C, No):</b> 520-458-2701
P.O. Box 2525		<b>E-MAIL ADDRESS:</b> kimdunnins@qwestoffice.net	
Sierra Vista AZ 85636		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Burlington Insurance Co.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
Bisbee's Annual Hard Rock Drilling & Mucking			
Dominic Moots			
302 E Vista			
Bisbee AZ 85603			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>	X		CGL002302016	07/04/2016	07/04/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,00	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS							\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> OCCUR							\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Drilling & Mucking event located 15 Brewery Ave., Bisbee, AZ 85603

Additional Insured: City of Bisbee, 118 Arizona St., Bisbee, AZ 85603

**CERTIFICATE HOLDER****CANCELLATION**

City of Bisbee  
118 Arizona St.

Bisbee

AZ 85603

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 6/7/16

Regular     Special

**DATE ACTION SUBMITTED:** 5/31/16

REGULAR                   CONSENT

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

**SUBJECT:** APPROVAL OF THE 4<sup>TH</sup> OF JULY VENDOR APPLICATION FOR THE USE OF LOWER VISTA PARK AND GOAR PARK FOR VENDORS FOR THE 4<sup>TH</sup> OF JULY CELEBRATION ON MONDAY, JULY 4, 2016 FROM 8:00AM TO 9:00PM

**FROM:**            Andy Haratyk, Public Works Director

**RECOMMENDATION:**            Recommend Approval.

**PROPOSED MOTION:**            I move to approve the 4<sup>th</sup> of July Vendor Application for the use of Lower Vista Park and Goar Park for vendors for the 4th of July Celebration on Monday, July 4, 2016 from 8:00 am to 9:00 pm.

---

**DISCUSSION:** The City of Bisbee Public Works Department is requesting the use of Lower Vista Park and Goar Park for vendor set up Monday, July 4, 2016 from 8:00 a.m. to 9:00 p.m. for the 4th of July Celebration. Vendor spaces (12'x12') will be marked and reserved at Public Works. The attached form will be completed for this purpose only and vendors will be charged as indicated on form. This is a City sponsored event.

**FISCAL IMPACT:**            N/A

**DEPARTMENT LINE ITEM ACCOUNT:**            N/A

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

**Prepared by:** Andy Haratyk  
Andy Haratyk, Public Works Director

**Reviewed by:** Ashlee Coronado  
for Justin Johnson, City Manager



4<sup>th</sup> of July VENDOR APPLICATION 2016

Name of Vendor or Organization: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Contact Name & Phone# \_\_\_\_\_

Email address: \_\_\_\_\_

Return with a check or money order for the total amount due to Public Works, 118 Arizona St., Bisbee, AZ

Space size needed:

◊ Informational booth (no sales or service) - \$5

◊ Smaller than 10 X 10 - \$20

◊ 10 X 10 (canopy size) - \$25

◊ Larger than 10 X 10- \$35

What does your business provide? ◊ Service ◊ Sale of items (no confetti poppers allowed)

Explain \_\_\_\_\_

Park Requested \_\_\_\_\_ Anticipated set-up time: \_\_\_\_\_ Anticipated breakdown time: \_\_\_\_\_

Electricity needed? ◊ yes ◊ no Water needed? ◊ yes ◊ no

If yes, include an additional \$10 for each utility needed.

Please Read:

THIS IS ONLY AN APPLICATION. FILLING OUT THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE. You will be notified of acceptance within 3 days from when application is received. We will not process your fees until you have been accepted. We will contact you prior to processing your payment. Vendors are responsible for obtaining all necessary permits, licenses, etc. from all governmental agencies having jurisdiction over its activities. Failure to do so will result in vendor's inability to participate in the event and space fee will not be refunded. For questions about required licenses, permits, etc. contact Arizona Department of Revenue, 602-255-3381, Cochise County Health Department, 520-432-9400, or other appropriate agency.

Vendors shall indemnify, defend and hold harmless the City of Bisbee from any and all liabilities that arise from their activities conducted at the event and shall submit to the City not later than three business days prior to the event a Certificate of Insurance showing general commercial liability coverage in an aggregate amount of not less than \$250,000 for non-food vendors and \$500,000 for food vendors. The City of Bisbee shall be named as an additional insured on all such Certificates of Insurance.

The 4<sup>th</sup> of July Vista Park festivities will be held from 9:00 a.m. to 9:30 p.m. on Monday, July 4<sup>th</sup>. Vendor space will be available in Vista Park in Warren in the south courtyard area ONLY beginning at 8 a.m. Staff will not be at each park until these times so please do not set up earlier. Vendor spaces will be designated; smaller spaces without a canopy will be placed underneath the trees, if available. All vendors are required to bring their own materials, canopies, tables, etc. Clean up will take place at 8:00pm at Vista Park. Each vendor is required to clean their area and remove all belongings from the park at this time. You are welcome to leave earlier in the day or set up later in the day if you wish. If you plan to set-up later than 8:00 am, please let us know so that a staff member is available to place you. Vendors are not allowed to drive in the park at any time. This poses a hazard to park users and damages our park. For questions, please contact Lorena Valdez at 432-6002. Thank you for your participation. The community and the staff at the City of Bisbee greatly appreciate it. The deadline for applications is Thursday, June 30, 2016. No refunds will be given after June 30, 2016.

I have read and accept the above rules: \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

Andy Haratyk, Public Works Director, City of Bisbee



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

**DATE ACTION SUBMITTED:** May 31, 2016

REGULAR                   CONSENT

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

**SUBJECT:** APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY THE DOUGLAS ARTS & HUMANITIES ASSOCIATION INC. FOR AN EVENT TO BE HELD AT THE COURTYARD, 18 BREWERY AVENUE, BISBEE, AZ ON SATURDAY, JUNE 18, 2016 FROM 1:00PM TO MIDNIGHT; MATTHEW COOK, APPLICANT.

**FROM:** Ashlee Coronado, City Clerk

**RECOMMENDATION:** Approve the Special Event Liquor License Application

**PROPOSED MOTION:** I move to approve the Special Event License application submitted by the Douglas Arts & Humanities Association, Inc. for an event to be held at The Courtyard, 18 Brewery Avenue, Bisbee on Saturday, June 18, 2016 from 1:00PM to Midnight; Matthew Cook, Applicant.

**DISCUSSION:**

Mr. Cook has requested approval of a Special Event Liquor License Application for The Douglas Arts & Humanities Association, Inc. for an event to be held at The Courtyard, 18 Brewery Avenue on Saturday, June 18, 2016 from 1:00PM to Midnight.

Mr. Cook has indicated that the location will be fenced and that the event will be staffed by two (2) security personnel.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

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

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ronald Oertle  
Ronald Oertle, Mayor

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):  
\_\_\_\_\_

Event time start/end:  
\_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: Douglas Arts & Humanities Assn

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-0339959

**SECTION 3** The organization is a: (check one box only)

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  
 Yes  No

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: The Courtyard - 18 Brewery Ave Bisbee AZ  
Address of Location: \_\_\_\_\_  
Street City County/State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Cook, Matthew A. 10/02/1945  
Last First Middle Date of Birth

2. Applicant's mailing address: P.O. Box 875 Bisbee AZ 85603  
Street City State Zip

3. Applicant's home/cell phone: (520) 508 4449 Applicant's business phone: ( ) Same

4. Applicant's email address: mattcook24@gmail.com

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Douglas Arts & Humanities Percentage 25%  
 Address 1139 N G Ave, Douglas AZ  
Street City State Zip

Name The Courtyard Percentage 75%  
 Address 18 Brewery Ave Bisbee AZ  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license: rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

0 Number of Police 2 Number of Security Personnel  Fencing  Barriers

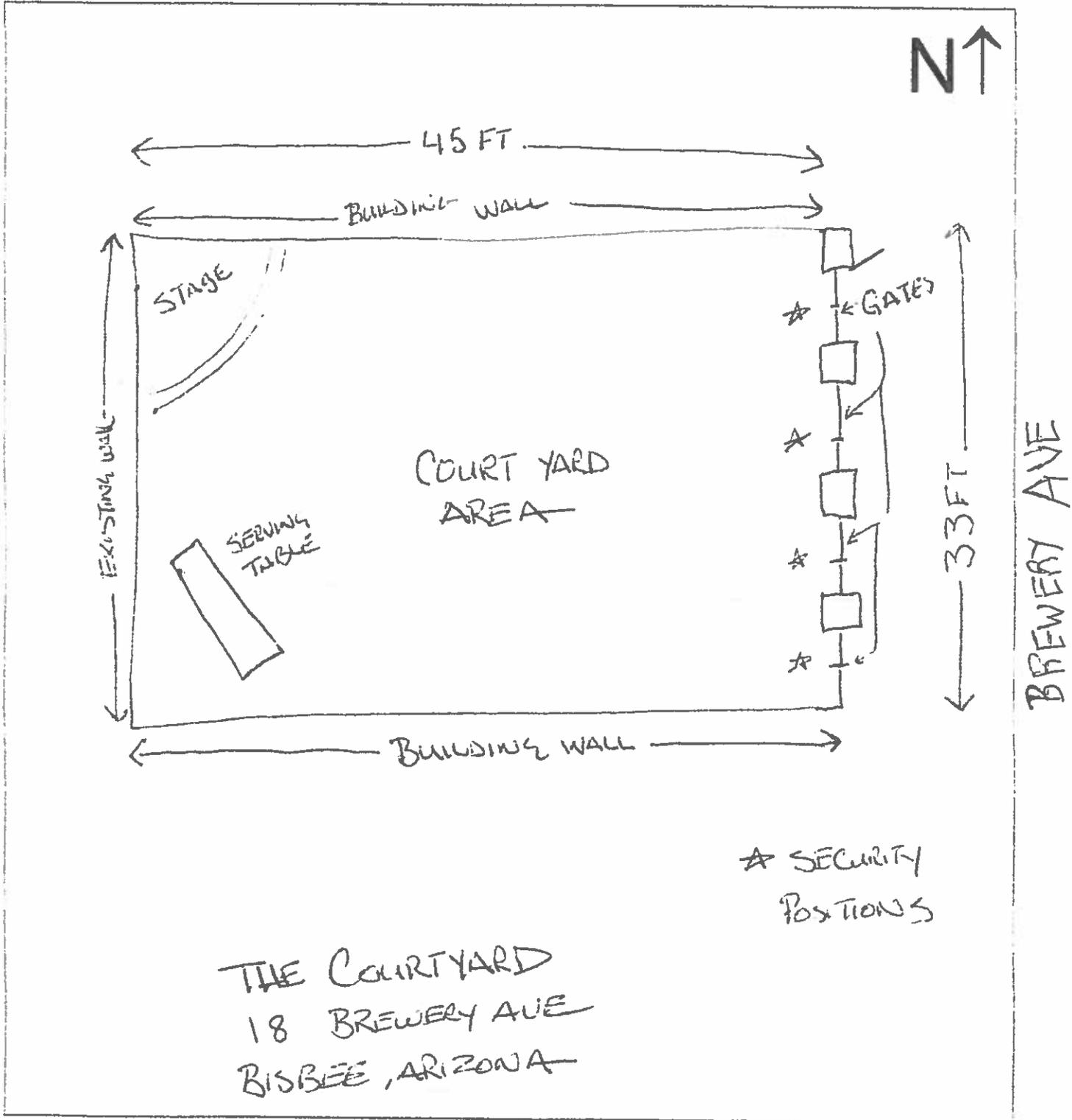
Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>June 18<sup>th</sup> 2016</u>	<u>Saturday</u>	<u>1 PM</u>	<u>MIDNIGHT</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

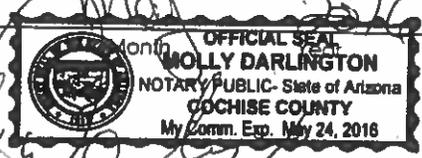


**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, MATTHEW A. COOK declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
Liquor License.

X [Signature] PRESIDENT MAY 12, 2016 (520) 508-4449  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 12  
Day  
State Arizona, County of Cochise



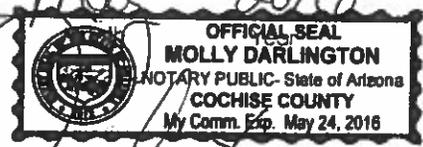
My Commission Expires on: May 24, 2016  
Date  
[Signature]  
Signature of Notary Public

**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, MATTHEW A. COOK declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
complete.

X [Signature] PRESIDENT MAY 12, 2016 (520) 508-4449  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 12  
Day  
State Arizona, County of Cochise



My Commission Expires on: May 24, 2016  
Date  
[Signature]  
Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: **June 7, 2016**

Regular     Special

**DATE ACTION SUBMITTED:** June 1, 2016

**REGULAR**                       **CONSENT**

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

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BISBEE AND THE ARIZONA STATE FORESTRY DIVISION**

**FROM:**            Marc Burneleit, Fire Chief

**RECOMMENDATION:**            Approve IGA

**PROPOSED MOTION:**            I move to approve the Revised Intergovernmental Agreement between the City of Bisbee and the Arizona State Forestry Division

**DISCUSSION:**

This IGA has been revised and would activate our state contract for our wildland vehicles to be used on assignments inside and outside of our jurisdiction. There is no cost to the City for the agreement. Overtime and manpower is paid for by the Federal Government.

**FISCAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

Prepared by: Marc Burneleit  
Marc Burneleit  
Fire Chief

Reviewed by: Ashlee Coronado  
for Jestin Johnson  
City Manager

**ARIZONA STATE FORESTRY DIVISION  
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between City of Bisbee hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon the final signature.

**WITNESSETH:**

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS this is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

**A. THE STATE FORESTER AGREES:**

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State

Forester. Per A.R.S. 37-623.02.H, the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

**B. THE COOPERATOR AGREES:**

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;

5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain, the following minimum insurance coverage.

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

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors 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. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section 19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.A.1 are applicable to the Cooperator.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) 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.

**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 (**Blanket Endorsements are not acceptable**) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

**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. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “State of Arizona, its departments, agencies, boards, commissions, universities and 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: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance 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).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. 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.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) 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 prior to commencement of work under this Contract and remain in effect for the duration of the project. 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 are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management

Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

**20. INDEMNIFICATION:**

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 injury to any person (including death) or property damage resulting from, or in connection with, the performance of this Agreement, but only to the extent that such injury or damage is caused by the negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. For the purposes of this Section 20, an agent, employee, or volunteer of the Cooperator who is working under the jurisdiction, direction or supervision of the State Forester is the Cooperator's agent, employee, or volunteer and not the agent, employee or volunteer of the State Forester. The preceding sentence does not limit or affect the application of A.R.S. 23-1022, including the circumstances in which an employee is deemed to be an employee of both Parties for purposes of that statute.

This Section 20 does not reduce the degree of negligence or fault that the injured party or other third party must establish in the underlying Claim to recover for any injury or damage, or affect any defense to such underlying Claim.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable 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 Cooperator's 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

**IT IS MUTUALLY AGREED:**

1. That every obligation of either Party 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 either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the master Agreement and attached at a later date and prior to hiring.

3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
7. **Inspection and Audit of Records:** Pursuant to A.R.S. Sections 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. Section 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester  
 Arizona State Forestry Division  
 1110 West Washington, Suite 100  
 Phoenix, AZ 85007  
 602-771-1400  
 602-771-1421 fax

Cooperator:

City of Bisbee  
404 Bisbee Rd.  
Bisbee, AZ 85603  
(520) 432-2261

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with section 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State

retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.

13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from effective date, unless terminated by either party by (30) thirty days written notice to the other.
15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

**COOPERATOR:**

_____	_____
(Print Name)	_____
_____	_____
_____	_____
Signature	Witness
_____	_____
Title	Witness
_____	
Date	

**STATE FORESTER:**

\_\_\_\_\_  
Jeff Whitney  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
State Forester  
Title

\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: \_\_\_\_\_  
Assist. Attorney General  
Attorney for State Forester

By: **Lauri J** Digitally signed  
**Owen** by Lauri J Owen  
Date: 2016.05.18  
14:47:27 -07'00'

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CORE/0766419.0084/117550185.3



**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: June 7, 2016

Regular    Special

DATE ACTION SUBMITTED: May 31, 2016

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION                   ORDINANCE                   FORMAL ACTION                   OTHER

SUBJECT: **DISCUSSION AND POSSIBLE APPROVAL OF A LEASE RENEWAL AGREEMENT BETWEEN THE CITY OF BISBEE AND THE BISBEE COUNCIL ON THE ARTS AND HUMANITIES, INC. FOR THE BISBEE HISTORICAL AND MINING MUSEUM (PHELPS DODGE OFFICE BUILDING).**

FROM:            Britt Hanson, City Attorney

RECOMMENDATION:            Approval

PROPOSED MOTION:            I move to approve the Lease Renewal Agreement between the City of Bisbee and the Bisbee Council on the Arts and Humanities, Inc. for the Bisbee Historical and Mining Museum (Phelps Dodge Office Building).

**DISCUSSION:**

This is a Lease Renewal Agreement between the City of Bisbee and the Bisbee Council on the Arts and Humanities, Inc. for the Bisbee Historical and Mining Museum (Phelps Dodge Office Building). This lease will be renewed for another five year period.

**FISCAL IMPACT:**

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: B  
Britt Hanson, City Attorney

**LEASE RENEWAL AGREEMENT  
BETWEEN  
THE CITY OF BISBEE  
AND  
THE BISBEE COUNCIL ON THE ARTS AND HUMANITIES, INC.  
FOR  
THE BISBEE HISTORICAL AND MINING MUSEUM  
(PHELPS DODGE OFFICE BUILDING)**

**THIS LEASE RENEWAL AGREEMENT** (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF BISBEE, an Arizona municipal corporation (Lessor") and the BISBEE COUNCIL ON THE ARTS AND HUMANITIES, INC., an Arizona non-profit corporation (" Lessee").

**RECITALS**

**WHEREAS**, Lessor and Lessee entered into that certain Lease Agreement for the Bisbee Mining and Historical Museum ( Phelps Dodge Office Building) dated October 17, 1995, which Lease Agreement was subsequently extended by Lessor and Lessee pursuant to that certain Lease Renewal dated July 1, 2004, and Term Sheet dated July 15, 2004. Such Lease Agreement, Lease Renewal and Term Sheet are hereinafter collectively referred to as the "Lease"; and

**WHEREAS**, through a Lease Renewal Agreement dated November 3, 2009, Lessor and Lessee further extended the Lease Agreement through July 15, 2014, as well amending certain provisions of the Lease relating to the operation and maintenance of the portion of the leased premises known as "Grassy Park";

**WHEREAS**, the parties desire to extend the Lease Agreement through July 15, 2021, on the same terms and conditions, including those set forth in the previous Lease Renewal Agreements.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to extend the Lease Agreement through July 1, 2021 on the same terms and conditions as set forth in the Lease Agreement, as amended by previous Lease Renewal Agreements.

**IN WITNESS WHEREOF**, Lessor and Lessee hereto have executed this Agreement as of the date and year first set forth above.

LEASE RENEWAL AGREEMENT BETWEEN THE CITY OF BISBEE AND THE BISBEE COUNCIL ON THE ARTS AND HUMANITIES, INC. FOR THE BISBEE HISTORICAL AND MINING MUSEUM (PHELPS DODGE OFFICE BUILDING)

**"Lessor"**

**"Lessee"**

**CITY OF BISBEE**

**BISBEE COUNCIL ON ARTS & HUMANITIES, INC.**

By: \_\_\_\_\_  
Ron Oertle, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Ashlee Coronado, City Clerk

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTORNEY FOR BISBEE:**

\_\_\_\_\_  
Britt W. Hanson

Date: \_\_\_\_\_

///

///

///

///

**ACKNOWLEDGEMENTS**

LEASE RENEWAL AGREEMENT BETWEEN THE CITY OF BISBEE AND THE BISBEE COUNCIL ON THE ARTS AND HUMANITIES, INC. FOR THE BISBEE HISTORICAL AND MINING MUSEUM (PHELPS DODGE OFFICE BUILDING)

STATE OF ARIZONA        )  
                                      : ss.  
County of Cochise        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Ron Oertle, Mayor of the CITY OF BISBEE, an Arizona municipal corporation, by and on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF ARIZONA        )  
                                      : ss.  
County of Cochise        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, President of the BISBEE COUNCIL ON ARTS & HUMANITIES, INC., an Arizona non-profit corporation, by and on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF ARIZONA        )  
                                      : ss.  
County of Cochise        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Director of the BISBEE COUNCIL ON ARTS & HUMANITIES, INC., an Arizona non-profit corporation, by and on behalf of said corporation.

\_\_\_\_\_  
Notary Public



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7<sup>th</sup> 2016

Regular     Special

**DATE ACTION SUBMITTED:** May 19th, 2016

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**

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

**SUBJECT:** **Public Hearing for Special Use Permit Application 16-01, Discussion and Possible Approval of a Special Use Permit 16-01, Submitted by Kimber Wright for the Purpose of Allowing her to Operate a Car Lot on a Parcel Zoned C-1.**

**FROM:**            Joe Ward, Zoning Inspector

**RECOMMENDATION:**            Approval of Special Use Permit 16-01

**PROPOSED MOTION:**            I move to approve Special Use Permit 16-01 for the purpose of allowing car sales at 102 Bisbee Traffic Circle with following conditions.

1. The applicants shall demonstrate that they have done the permitting process for right of way with ADOT
2. The applicant shall be limited to six cars maximum, (for sale) on the business.
3. Approval is subject to the applicant adhering to all other conditions that may be required, subject to any other agencies or jurisdictions as may be required.

**DISCUSSION:**

This Permit was previously brought before Mayor and Council at the May 17<sup>th</sup> Council Meeting, but it was approved without the conditions.

A Special Use Permit application has been submitted by Kimber Wright, a tenant of the property at 102 Bisbee Traffic Circle. For the purpose of allowing her to operate a used car sales lot on property zoned C-1. Vehicle sales, is not an approved use For C-1 zoning.

On April 21<sup>st</sup> 2016, Bisbee's Planning and Zoning Commission unanimously approved sending this application on to the Mayor and City Council with their recommendation that this Special Use Permit be approved with the conditions above in the proposed motion and two others that have already been complied with.

**FISCAL IMPACT:**            \$300.00

**DEPARTMENT LINE ITEM ACCOUNT:**            10-34-10100

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

Prepared by: Joe Ward  
Joe Ward, Zoning Inspector

Reviewed by: Ashley Coronado  
Jestin Johnson, City Manager



COMMUNITY DEVELOPMENT  
PLANNING & ZONING

CITY OF BISBEE

PAID

FEB 11 2016

RECEIVED

FEB 11 2016

CITY OF BISBEE  
FINANCE DEPARTMENT

**Special Use Permit Application**

Applicant Name Kimber Wright  
 Applicant Mailing Address 3434 S. Mesquite Ridge Bisbee, AZ  
 Applicant Phone# 520-103-8448 Cell Phone 85603  
 Applicant Email address Kimberinhaiti@aol.com  
 Property Owner Name Kevin Dunlap  
 Property Owner Mailing Address 104 A. St. Bisbee, AZ 85603  
 Property Owner Phone# 520-432-3442 Cell Phone 520-432-7789

Property Location/address 102 E. Hwy 80 Bisbee, AZ 85603  
 Assessor's Parcel # 103-72-053 Current Zoning C1

Applicant's Signature K Wright Date 25 Jan 16

Property Owner's Signature K. Dunlap Date 1-25-16

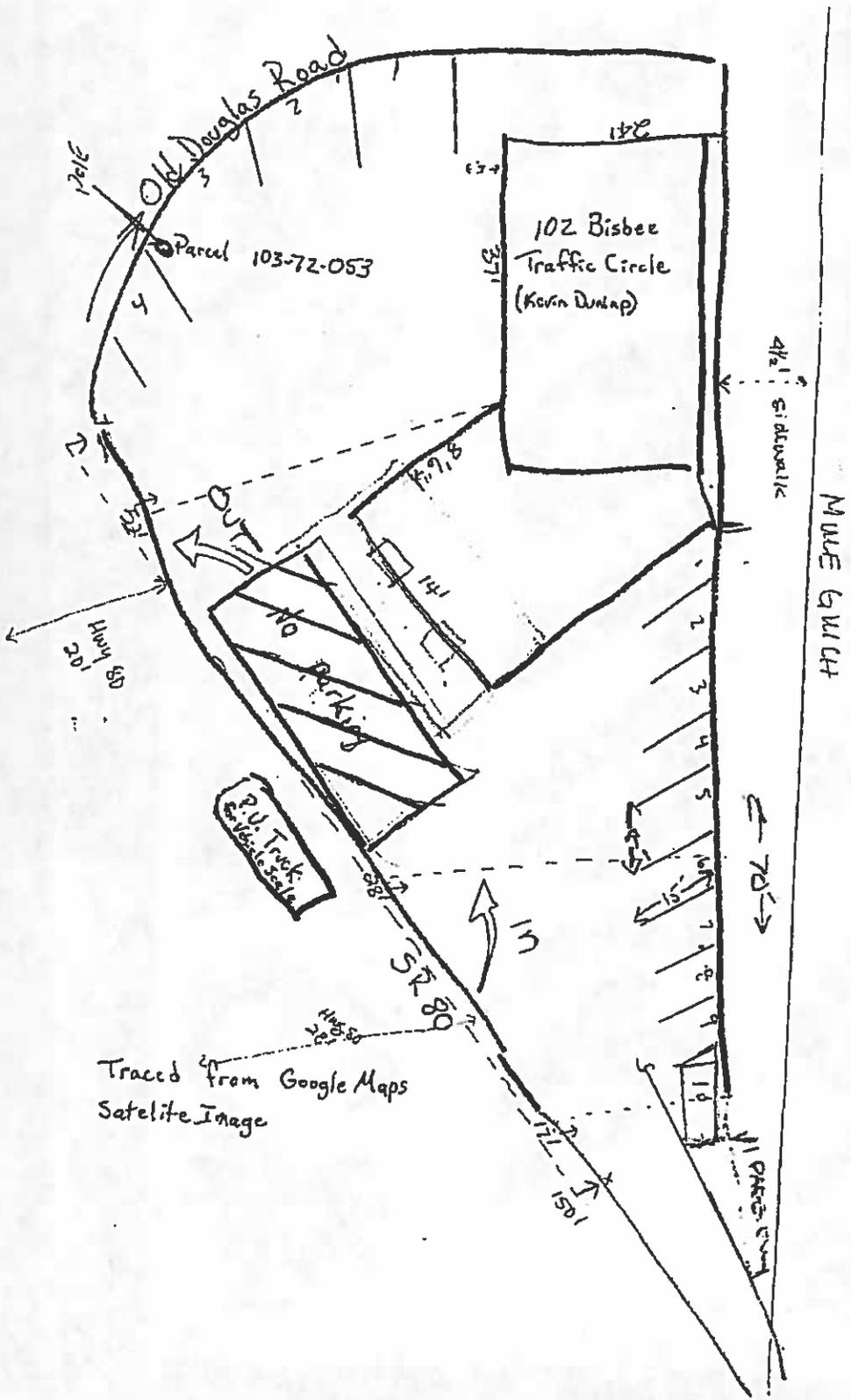
Filing Fee: \$300.00

**Required Items for Submittal**

This application must be submitted with the required non-refundable filing fee per the City of Bisbee Fee schedule and accompanied by the required documentation listed below.

1. **Letter of Intent.** This should include an outline of the intended use including hours of operation, approximate number of customers or clients that will frequent the property. Also include any special tools or machinery that may produce noise or vibration above normal neighborhood levels.

2. **Site plan.** Showing basic overview of property and locations of requested uses.



Traced from Google Maps  
Satelite Image

LOWELL

MOTORS

432-3442



**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: June 7, 2016

Regular     Special

DATE ACTION SUBMITTED: <u>May 31, 2016</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 AUTHORIZING THE FINAL UPDATED LIST OF SURPLUS VEHICLES AND SURPLUS MISCELLANEOUS ITEMS AT PUBLIC AUCTION ON JUNE 11, 2016 AT 9:00 AM	

FROM: Albert Echave, Chief of Police

RECOMMENDATION: PUBLIC AUCTION OF SURPLUS VEHICLES AND ITEMS

PROPOSED MOTION: I move to authorize the FINAL UPDATED list of Surplus Vehicles and Surplus Miscellaneous items at Public Auction on June 11, 2016 at 9:00 A.M.

**DISCUSSION:**

The City of Bisbee periodically sells surplus vehicles and items at public auction. The next public auction will be held June 11, 2016. Attached is a FINAL UPDATED list of vehicles and miscellaneous items.

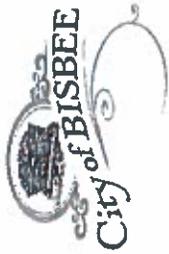
FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:   
Albert Echave,  
Chief of Police

Reviewed by:   
Justin Johnson, City Manager



**CITY OF BISBEE  
PUBLIC AUCTION**

**ON  
11-Jun-16  
9:00 AM**

**LOCATION:  
CITY OF BISBEE GARAGE  
940 Toureaville Road  
Bisbee, AZ 85603**

**TERMS:**

Vehicles to highest bidder with reserve. Payments in cash, personal checks, cashier's checks, certified check, or money order made payable to the City of Bisbee. Bidders must be of legal age. All bidders must pre-register on June 10, 2016, or before the auction starts on June 11, 2016.

There is no cost to register.

**TERMINOS:**

Vehiculos al la apuesta mas alta con reserva. Pagos en efectivo (Dolares) o Cheque de los Estados Unidos con tarjeta de garantia en ese mismo instante. Antes de comprar vehiculos en el remate usted tiene que registrarse el Viernes , Junio 10, 2016 o el Sabado Junio 11, 2016 antes del remate.

Also see at the City of Bisbee Web Site:  
[www.bisbeeaz.gov](http://www.bisbeeaz.gov)

YR	MAKE	MODEL	COLOR	STYLE	
1	1995	Chevy	Corsica	White	4 Dr
2	2003	Chevy	Malibu	Gold	4 Dr
3	2000	Honda	Accord	Green	4 Dr
4	1996	Toyota	T-100	Blue	Pickup
5					
6	1973	Ford	F-100	White	B Trk
7	1982	Chevy	Custom 30	Yellow	D Trk
8	2007	Chevy	Malibu	Red	4 Dr
9	2002	Chevy	Camaro	Red	2 Dr
10	2000	Ford	Taurus SE	Gold	4 Dr
11	2000	Ford	Taurus SE	Gold	4 Dr
12	2000	Dodge	Neon	Orange	4 Dr
13	1999	Ford	Expedition	Gold	4 Dr SW
14	2004	Chevy	Tahoe	White	4 Dr SW

**THE VEHICLES LISTED BELOW ARE NOT RUNNING, NEED TIRES, WINDOWS ARE BROKEN, NEED KEYS AND ARE SOLD AS IS CONDITION.**

15	2007	Orion		35	Green	M/C
16	2001	Hyundai	Santa Fe		Green	4 Dr SW
17	1994	Jeep	G Cherokee		Black	4 Dr SW
18	1969	Chevy	Custom 10		White	Pickup
19	1980	Subaru	600 GL		Gray	4 Dr
20	2001	Mitsubishi	Diamante ES		Gray	4 Dr
21	1999	Chevy	Metro		Red	2 Dr
22	1997	Ford	Taurus GL		White	4 Dr
23	2001	Hyundai	Sonota		White	4 Dr

**Additional vehicles may be added to list.**  
**(see other side for Miscellaneous Items)**

**\*\*NOTE:** Inspection of vehicles permitted ONLY on Friday June 10, 2016 from 08:00 AM to 5:00 PM at the above aforementioned address. Vehicles are sold "AS IS" meaning that there are NO WARRANTIES, either expressed or implied as to the mechanical condition, serviceability, safety, actual mileage, or ability of any vehicle to comply with any federal, state or local law or regulation, including but not limited to the ability to pass an emissions test. Also, the purchaser will be responsible for making any necessary repairs in order to meet the regulations of the Arizona Motor Vehicle Division. ALL SALES ARE FINAL. AUCTION IS WITH RESERVE.

For further information call the Bisbee Police Department at:

**(520) 432-6050**

**\*\*NOTA:** Inspeccion de vehiculos se permite SOLAMENTE el viernes, Junio 10, 2016 desde las 8:00 AM hasta las 5:00 PM en la direccion sobredicho. Todo los vehiculos en esta venta se venden y se compran "COMO ESTAN" indicado que el vehiculo NO CONTIENE NINGUNA GARANTIA, expresado o sobrentendidos al respecto de la condicion mecanica, utilidad, seguridad, las millas actuales del vehiculo, o la habilidad de cualquier mercancia para cumplir con cualquier codigo o reglamento de las leyes federales, estatales o locales que incluye pero no limita la habilidad de aprobar un examen del emision. Tambien, la persona que compra un vehiculo de esta subasta es la persona responsable de hacer los arreglos necesarios para el vehiculo este de acuerdo con los reglamentos descriptos del Departamento de Vehiculos de Arizona. TODAS VENDIDAS SON FINALES REMATE CON RESERVA.

Para mas informacion llame Departament de Policia de Bisbee

**(520) 432-6050**

**Additonal Miscellaneous Items will be Auctioned**

- 1 Miscellaneous Lavatory equipment
- 2 Industrial Stove
- 3 Chairs
- 4 Tools
- 5 Speakers
- 6 Camera
- 7 Other Miscellaneous Items

#	YEAR	MAKE	MODEL	COLOR	TYPE	VIN NUMBER	BIDDER	AMOUNT
1	1995	Chevy	Corsica	White	4 Dr	1G1LD55M2SY153017		\$ -
2	2003	Chevy	Malibu	Gold	4 Dr	1G1ND52J23M738420		\$ -
3	2000	Honda	Accord	Green	4 Dr	1HGCG5678YA084456		\$ -
4	1996	Toyota	T-100	Blue	Pickup	JT4UN22D0T0031980		\$ -
5								\$ -
6	1973	Ford	F-100	White	B Trk	F70FVR94553		\$ -
7	1982	Chevy	Custom 30	Yellow	D Trk	1GBHC34M8CV127762		\$ -
8	2007	Chevy	Malibu	Red	4 Dr	1G1ZT57FX7F178293		\$ -
9	2002	Chevy	Camaro	Red	2 Dr	2G1FP32K922131590		\$ -
10	2000	Ford	Taurus SE	Gold	4 Dr	1FAFP53U9YG282357		\$ -
11	2000	Ford	Taurus SE	Gold	4 Dr	1FAFP5520YG166332		\$ -
12	2000	Dodge	Neon	Orange	4 Dr	1B3ES46C0YD632088		\$ -
13	1999	Ford	Expedition	Gold	4 Dr SW	1FMPU18L8XLB72546		\$ -
14	2004	Chevy	Tahoe	White	4 Dr SW	1GNEC13Z54J289025		\$ -
15	2007	Orion		Green	M/C	L98JOK1A671000519		\$ -
16	2001	Hyundai	Santa Fe	Green	4 Dr SW	KM8SC83DX1U108628		\$ -
17	1994	Jeep	G Cherokee	Black	4 Dr SW	1J4GZ58S1RC282997		\$ -
18	1969	Chevy	Custom 10	White	Pickup	CE149S800922		\$ -
19	1980	Subaru	600 GL	Gray	4 Dr	JF16AM21FAG208891		\$ -
20	2001	Mitsubishi	Diamante ES	Gray	4 Dr	6MMAP57P91T010063		\$ -
21	1999	Chevy	Metro	Red	2 Dr	2C1MR2263X6725305		\$ -
22	1997	Ford	Taurus GL	White	4 Dr	1FALP52U6VA299927		\$ -
23	2001	Hyundai	Sonota	White	4 Dr	KMHWF25S91A410712		\$ -
24								\$ -
25								\$ -
26								\$ -
27								\$ -
28								\$ -
29								\$ -
30								\$ -
31								\$ -
32								\$ -
33								\$ -
							<b>TOTAL</b>	<b>\$ -</b>

June 11, 2016

CITY OF BISBEE AUCTION  
NONE VEHICLE ITEMS

BIDDER SHEET  
NON VEHICLE

#	ITEM	SERIAL NUMBER	COLOR	BIDDER	AMOUNT
1a	Castle Stove	None	Black		\$ -
2a	48000 Furnace	1285050566679	Gray		\$ -
3a	8000 DSE Autoclave	600557	White		\$ -
4a	Precision	200506	White		\$ -
5a	48000 Furnace	1285750992244	Gray		\$ -
6a	Isotemp Oven	201N0009	Black		\$ -
7a	Hach Digital Reactor Block 200	1168553	Black		\$ -
8a	Certified Balance Scale CB & S	O9030417	Gray		\$ -
9a	Amperometric Titrator	BE27119	White		\$ -
10a	Micro 100 Turbidimeter	502213	Gray		\$ -
11a	Deox/2000 Analyzer		White		\$ -
12a	Centrifuge		Stainless		\$ -
13a	Honda EM 2500 Generator		Red		\$ -
14a	Polar Water Cooler	O905113100001	Black		\$ -
15a	Black & Decker Drill 12 Volt		Orange		\$ -
16a	3 Drawer Red Tool Box		Red		\$ -
17a	4 Golf Clubs		Silver		\$ -
18a	H.P. Printer	CNB9F15116	Gray		\$ -
19a	Chatter Bait Lure 1/16 Oz		Gold		\$ -
20a	Miracle Dehydrator		White		\$ -
21a	Glass Kitchen Decorations		Multicolor		\$ -
22a	(8) U-Clamps 1/4"x3/4 "x2 1/2 "		Silver		\$ -
23a	(2) Interior Door Knobs		Gold		\$ -
24a	Revolution Mobily Walker		Silver		\$ -
25a	Mesh Decorative Basket		Black		\$ -
26a	Tent		Blue		\$ -
27a	Light Fixture		White		\$ -
28a	Trophy		Blue		\$ -
29a	Copper Line 1/4"		Copper		\$ -
30a	Greenlee Steel Fish Tape		Green		\$ -
31a	Ceiling Fan		Brass		\$ -
32a	(54) Music CD's Various Singers		N/A		\$ -
33a	(2) Light Fixture with Glass Cover		Gold		\$ -
34a	Ground Fogger Model FLL400		Black		\$ -

NONE VEHICLE ITEMS

#	ITEM	SERIAL NUMBER	COLOR	BIDDER	AMOUNT
35a	Home Theater Speaker Model HT 3917	N7013904846	Black		\$ -
36a	Pioneer Speaker Box 3 Way	None	Black		\$ -
37a	Pioneer Speaker Box 3 Way	None	Black		\$ -
38a	Christmas Tree Stand	None	Red/Green		\$ -
39a	4" Ceramic Tile Wet Saw	None	Yellow		\$ -
40a	Hand Tree Saw	None	Silver		\$ -
41a	Mirror in Picture Frame	None	Brown		\$ -
42a	Essentials Carry Bag	None	Black		\$ -
43a	Black & Decker 17" Hedge Trimmer	None	Orange		\$ -
44a	DVE AC/DC Adapter	None	Black		\$ -
45a	Ryobi 7 1/4" Circular Saw	None	Blue		\$ -
46a	Costume Jewelry (3) Watches	None	Multicolor		\$ -
47a	Costume Jewelry (2) Bracelets	None	Gold		\$ -
48a	Costume Jewelry (9) Pins	None	Multicolor		\$ -
49a	Costume Jewelry (1) Neckless (1) Ring (1) Earring	None	Multicolor		\$ -
50a	Costume Jewelry (4) Watches	None	Multicolor		\$ -
51a	Costume Jewelry (1) Neckless (2) Bracelets	None	Multicolor		\$ -
52a	Costume Jewelry (3) Bracelets	None	Silver		\$ -
53a	Costume Jewelry (2) Watches	None	Silver		\$ -
54a	Costume Jewelry (2) Neckless (2) Bracelets	None	Gold		\$ -
55a	Costume Jewelry (3) Neckless (1) Eagle (1) Saint	None	Silver		\$ -
56a	Costume Jewelry (2) Neckless (2) Bracelets	None	Wht/Grn		\$ -
57a	Costume Jewelry (3) Neckless (2) Ear Rings	None	White		\$ -
58a	Sony CD Mavica Camera & Case	347171	Silver		\$ -
59a	GE Cassette Tape Recorder & Player	3-5376A	Silver		\$ -
60a	3 Bulb Light Fixture	None	White		\$ -
61a	Skil 600 1/2" Drill	None	Black		\$ -
62a	Skil Belt Sander	Model 7313	Black		\$ -
63a	Cart 2 wheel	None	Silver		\$ -
64a	Star-Tracker Telescope 288x Power	None	Gray		\$ -
65a	Larion Auto DVD Player	None	Black		\$ -
66a	Durabrand DVD Player & Accessories/Black Bag	7328900078	Gray		\$ -
					\$ -

NONE VEHICLE ITEMS

#	ITEM	SERIAL NUMBER	COLOR	BIDDER	AMOUNT
67a	2 Cast Iron Skillets	None	Black		\$ -
68a	Black Case with Legos	None	Black		\$ -
69a	Remote Control Car with Remote Control	None	Red		\$ -
70a	Sony Amp Speaker Model SAWMSP87	8834620	Gray		\$ -
71a	Samtron VHS Recorder/Player	6VAK711754X/XAA	Black		\$ -
72a	Allied Air Tool Dremel	O1932	Silver		\$ -
73a	Allied Air Tool Drill	O1519	Silver		\$ -
74a	Crate & Barrel Wine Rack	None	Black		\$ -
75a	Louisville Slugger #325 Baseball Bat	None	Black		\$ -
76a	(5) Red Chairs w/wheels	None	Red		\$ -
77a	(1) Gray Chair, (1) Red Chair, (1) Black Chair	None	Multicolor		\$ -
78a	(1) Picnic Table w/ Yellow Chairs Attached	None	Brm/Yel		\$ -
79a	(1) Picnic Table w/ Yellow Chairs Attached	None	Brm/Yel		\$ -
80a	(1) Casket Lowering Device	None	Silver		\$ -
81a					\$ -
82a					\$ -
83a					\$ -
84a					\$ -
85a					\$ -
86a					\$ -
87a					\$ -
88a					\$ -
89a					\$ -
90a					\$ -
91a					\$ -
92a					\$ -
93a					\$ -
94a					\$ -
95a					\$ -
96a					\$ -
					\$ -



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 6/7/16

Regular     Special

DATE ACTION SUBMITTED: 5/31/16

REGULAR                       CONSENT

TYPE OF ACTION:

RESOLUTION             ORDINANCE             FORMAL ACTION             OTHER

SUBJECT: **DISCUSSION AND POSSIBLE PURCHASE OF 200 GABIONS FROM MACCAFERRI FOR THE REPAIR OF THE SANTA CRUZ WASH.**

FROM:            **Andy Haratyk, Public Works Director**

RECOMMENDATION:            **Recommend Approval.**

PROPOSED MOTION:            **I move that we approve the purchase of 200 Gabions from Maccaferri for the repair of the Santa Cruz Wash.**

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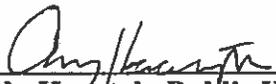
**DISCUSSION:** Bids for 200 Gabions were opened on Monday, May 16, 2016 at the City Clerk's Office. There were a total of three vendors who submitted a bid. Maccaferri was the lowest bid. These gabions will be used to repair the Santa Cruz Wash.

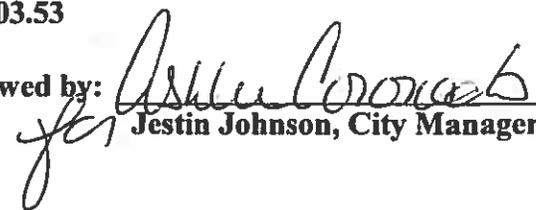
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FISCAL IMPACT:            **\$20,505.00 + TAX**

DEPARTMENT LINE ITEM ACCOUNT:            **21-40-46211**

BALANCE IN LINE ITEM IF APPROVED:            **\$247,903.53**

Prepared by:   
**Andy Haratyk, Public Works Director**

Reviewed by:   
**Justin Johnson, City Manager**



**MACCAFERRI, INC.**  
**(January 2015 Version)**  
**GENERAL CONDITIONS**  
**FOR**

**SALES CONTRACT OF MACCAFERRI, INC. PRODUCTS**

1. **Applicability.** These General Conditions ("General Conditions") apply to and govern the sale by Maccaferri, Inc. ("Maccaferri") of a product ("Product") to a buyer ("Buyer").
2. **Sale of Goods.** Maccaferri's sale of a Product is for the sale of goods only, and does not include any service provided by Maccaferri for architectural, design, engineering, government procurement review, construction, or any other service that Buyer may require.
3. **Definitions.** Defined words and terms appear in the text when first used and are capitalized.
4. **Sales Contract: Formation**
  - 4.1 **Preliminary Information Exchange**
    - 4.1.1 Maccaferri may provide a prospective Buyer with information about a Product, including but not limited to a Design Information Sheet, a Technical Data Sheet, Product Standard Specifications, an installation Diagram, Installation Notes, Drawing Template, and Input Data.
    - 4.1.2 A prospective Buyer may provide information to Maccaferri about its interest in a Product, including but not limited to completion of a Design Information Sheet.
    - 4.1.3 The parties may exchange information as they see fit.
  - 4.2 **Proposed Sales Contract from Maccaferri.** After the parties exchange any preliminary information, Maccaferri may provide Buyer with a proposed Sales Contract that contains a completed "I. Quotation from Maccaferri" ("Quotation"), a blank "II. Offer from Buyer" ("Offer"), and a blank "III. Acceptance by Maccaferri" ("Acceptance").
    - 4.2.1 **Quotation From Maccaferri.** A Quotation comprises Maccaferri's non-binding expression of interest to sell a Product to Buyer for the quantity, price, transportation, and other terms specified in the Quotation. A QUOTATION IS NOT AN OFFER OF SALE FROM MACCAFERRI. At any time before Buyer responds to the Quotation, Maccaferri may revoke the Quotation for any reason and make another Quotation.
    - 4.2.2 **Offer From Buyer.** To submit an Offer, Buyer shall complete and provide "II. Offer From Buyer" in writing to Maccaferri. Buyer may not use their own purchase order or any other document. In submitting an Offer, a Buyer represents: (i) Buyer has familiarized itself with Buyer's needs for the intended Product; (ii) any information provided by Maccaferri, whether in verbal, written, schematic, or diagrammatic form does not comprise architectural design, engineering, government procurement review or construction services by Maccaferri; (iii) Buyer has independently determined that the Product is fit for Buyer's use; (iv) a Product and Buyer's use of a Product comply with all contract and government requirements governing the Buyer's use of the Product; (v) Buyer shall defend, indemnify, and hold harmless Maccaferri, its employees, officers, directors, shareholders, successors, assigns, and subsidiaries from and against all expenses, including attorney's fees, damages, and liabilities resulting from actual or alleged claims asserted or any penalties proposed or assessed on or against Maccaferri for any alleged violation of any federal, state, local, or administrative authority law, rule, regulation, or standard, arising from Buyer's use of a Product. In its Offer, Buyer shall provide evidence of any exemption from sales, use, or other tax ("Tax").
    - 4.2.3 **Acceptance by Maccaferri.** To accept an Offer, Maccaferri shall complete and provide "III. Acceptance by Maccaferri" in writing to Buyer. **ONLY AFTER MACCAFERRI PROVIDES ITS ACCEPTANCE TO BUYER ARE THE PARTIES CONTRACTUALLY OBLIGATED ("SALES CONTRACT").**
    - 4.2.4 The parties may amend the terms of a Sales Contract only by written agreement.
5. **Sales Contract: Other Terms**
  - 5.1 **Price and Delivery.** If a government regulation or government contract requirement limits a price for a Product to less than the price in any Sales Contract, Maccaferri may terminate the Sales Contract. All prices and deliveries are F.O.B. Maccaferri plant location.
  - 5.2 **Taxes; Import or Export Licenses.** (i) Maccaferri may add the amount of any required Tax to an invoice, unless the Buyer in its Offer provides Maccaferri with evidence of the Buyer's exemption from the Tax. If a Buyer fails to provide such evidence in its Offer, Buyer waives the right to later claim reimbursement of the Tax payment from Maccaferri. (ii) Buyer shall obtain at its expense any required import or export license.
  - 5.3 **Transportation and Packing.** Unless otherwise specified by Buyer, Maccaferri may choose and hire a carrier, and determine routing and any other aspect of transportation of the Product to Buyer. Buyer shall pay for all transportation costs. Maccaferri shall pay for minimum packing appropriate to the transportation. Buyer may request and shall pay for any additional or special packing, loading, or bracing.
  - 5.4 **Payment.** Maccaferri may require: (i) full payment by Buyer, before Maccaferri ships the Product ("Advanced Payment"); or (ii) deferred payments, interest, and attorneys and collection fees in as many installments from Buyer, after Maccaferri ships the Product shipment ("Deferred Payment"); (iii) a promissory note and lien or other security interest on or in the Product or other Buyer property or assets at Buyer's cost; (iv) Buyer to do all acts necessary to perfect, maintain, and secure Maccaferri's payment, lien, and other interests as Maccaferri may at any time request; (v) Buyer to pay eighteen percent annual interest on any amount not paid after 30 days from Buyer's receipt of an invoice; (vi) any other commercially reasonable payment terms and conditions; or (vii) any combination of (i) through (vi) above.
  - 5.5 **Title and Risk of Loss.** Buyer takes title to and full ownership of the Product: (i) if Buyer makes an Advanced Payment, upon delivery of a Product by Maccaferri to a carrier; or (ii) if Buyer makes a Deferred Payment, upon full and final payment by Buyer.
  - 5.6 **Maccaferri's Remedies if Buyer Fails to Perform.** If Buyer fails to perform its duties under the Sales Contract, Maccaferri immediately may: (i) terminate the Sales Contract; (ii) withhold further shipments; (iii) seek any other permissible remedies; or (iv) any combination thereof. If Buyer is insolvent or cannot perform its duties, Maccaferri immediately may terminate the Sales Contract by notifying Buyer of such in writing, without prejudice to Maccaferri's right to receive or enforce payment of any amounts Buyer owes.
6. **Buyer's Remedy for Nonconforming Product.** Buyer's remedy from Maccaferri for Product noncompliance, shortage of quantity, or physical damage ("Nonconforming Product") is limited to the following, if Buyer: (i) notifies Maccaferri within five days after delivery of the Nonconforming Product by the carrier to Buyer; and (ii) accompanies such notice with the bill of lading, manifest, or other transportation document signed by the carrier in which the carrier notes that it received the Product from Maccaferri in the condition claimed by Buyer. If a Buyer establishes that the Product was Nonconforming to Maccaferri's satisfaction, Maccaferri may: (i) ship conforming Product in exchange for Buyer's return of any Nonconforming Product at Maccaferri's expense; or (ii) credit Buyer at the invoice price of any Nonconforming Product.
7. **Buyer's Duties and Remedy for Damage Arising from Shipment.**
  - (a) If Maccaferri pays for a shipper, Maccaferri may: (i) invoice the Buyer separately for such expense; or (ii) may include such expense in Maccaferri's invoice to the Buyer.
  - (b) If Maccaferri pays for shipment, upon receipt Buyer shall note any damage to the Product on the bill of lading or other shipment document and notify Maccaferri immediately in writing. If Buyer fails to note any such freight damages or to notify Maccaferri, Buyer shall reimburse Maccaferri for the value of any damaged Product.
  - (c) If Buyer pays for a shipper, Buyer is solely responsible to pursue claims from the shipper for any freight damage.

8. **Return of Product.** After Maccaferri's Acceptance, Buyer may not terminate a Sales Contract or return a shipped Product, except if approved by Maccaferri in writing. For any Product returned to Maccaferri without such approval, Maccaferri may ship the Product back to Buyer at Buyer's expense. Maccaferri may charge Buyer a restocking fee of at least 25 percent of the invoice price of any returned Product.
  9. **Severability.** If any term or provision in these Terms of Sale is determined to be invalid by a court or arbitral panel of competent jurisdiction, such determination may not affect the validity of any other term or provision.
  10. **Force Majeure.** Maccaferri is not liable for and Buyer may not claim or hold Maccaferri liable for failure by Maccaferri to perform an obligation under a Sales Contract caused directly or indirectly by: (i) an act of God or the public enemy; (ii) an act of Buyer; (iii) an act of governmental, civil, military, or administrative authority, including wage and price controls; (iv) fire, war, riot, or delay in transportation; (v) Maccaferri's lack of or inability to obtain raw materials, including energy sources or a component for a Product; (vi) labor strikes, slowdowns, lockouts, or stoppages; (vii) unusually severe weather; or (viii) any other circumstances beyond Maccaferri's reasonable control, whether similar or dissimilar to the above events. For any shortage of Product because of the above events, Maccaferri may allocate its supply of Product among Buyer and other buyers at Maccaferri's discretion. Maccaferri is not liable for and Buyer may not claim or hold Maccaferri liable for Buyer's delay impact, special, or consequential damages.
  11. **Maryland Law Applies.** Maryland law governs all aspects of a Sales Contract, including but not limited to formation, performance, breach, and remedies.
  12. **Claims and Disputes.**
    - 12.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to a Sales Contract ("Claim"). Claim also includes any other dispute or matter in question between the Buyer and Maccaferri, whether based in contract, tort, law, equity, or other grounds.
    - 12.2 A claimant shall initiate a Claim by giving written notice to the other party on or before 21 days after occurrence of the event giving rise to the Claim or on or before 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is sooner.
    - 12.3 On or before 60 days after giving written notice, representatives from each party with settlement authority shall attempt to meet and confer in good faith to resolve the dispute. The parties may agree to engage the services of a mediator to facilitate settlement discussions.
    - 12.4 For any Claim not resolved by required attempts to hold settlement discussions, claimant's exclusive method for resolving the Claim is litigation in the District Court of Maryland, Washington County; or the Circuit Court for Washington County, Maryland. All other courts are without jurisdiction. If Maccaferri prevails in any litigation, Buyer shall pay Maccaferri all trial and post-judgment expenses, including but not limited to court costs, reasonable attorney's fees, fact and expert witness fees, stenographer's fees, and any travel, hotel, or other expenses.
  13. **Limitation of Maccaferri Liability.** Buyer may not claim against or hold liable Maccaferri's employees, officers, directors, and shareholders: (i) for any breach by Maccaferri of a Sales Contract; or (ii) personal injury arising from Buyer's use of a Product.
  14. **Remedies and Limitation of Liability.** Buyer may not recover monetary damages from Maccaferri for an amount that exceeds the invoice price of the Product. Buyer may not make a Claim against or hold Maccaferri liable for incidental or consequential losses, damages, or expenses. Buyer's exclusive remedies in contract, warranty, tort, or on other grounds is limited to the following, one or more of which Maccaferri may determine: (i) replacement of Nonconforming Product (ii) repayment or crediting to Buyer an amount equal to the price of such Product; (iii) causing the repair of the Product. If requested by Maccaferri, Buyer shall return any Nonconforming Product.
  15. **Customized Products.** If Buyer requests, Maccaferri may fabricate and sell a customized Product that is not in Maccaferri's standard inventory of products. For any customized Product, Buyer shall pay at least half of the price in advance before Maccaferri begins fabrication. After Maccaferri's Acceptance of Buyer's Offer to buy a customized Product: (i) Buyer may not cancel the Contract of Sale; (ii) Maccaferri may keep any advance payment; (iii) Buyer may not return any Product to Maccaferri; and (iv) Maccaferri may pursue all other remedies to recover any balance that Buyer owes.
  16. **General.** Maccaferri represents that a Product has been fabricated in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
  17. **Buyer May Not Assign a Sales Contract.** Buyer may not assign a Sales Contract without written consent of Maccaferri.
  18. **Correction of Text Errors.** Maccaferri may at any time correct a typographical or clerical error relating to a Product or Sales Contract.
  19. **No Waiver by Maccaferri.** A waiver by Maccaferri of any right or Claim against Buyer arising from a Sales Contract is limited to the particular right or Claim and is not a waiver of any other right or Claim.
  20. **Cumulative Rights.** Maccaferri's rights and remedies under a Sales Contract are cumulative and in addition to any other rights or remedies.
  21. **Integration.** A Sales Contract contains the entire and exclusive agreement between the parties and may not be modified except by agreement in writing by Maccaferri and Buyer.
  22. **Warranty.** Maccaferri's warranty of a Product is specified in the document titled "Maccaferri, Inc. Products: Warranty Information."
  23. **Time of the Essence.** Time is of the essence with respect to Buyer's duties under a Sales Contract.
  24. **Singular and Plural.** The singular includes the plural and vice versa, unless that construction is unreasonable.
  25. **"In Writing".** The term "in writing", "written" or a similar term means any communication from the sender in written or printable form, including but not limited to mail, email, telefax, or text message.
  26. **"Day".** A day is a calendar day.
  27. **"May".** The word "may" confers a right, privilege, or power.
  28. **"May Not".** The words "may not" states a prohibition.
  29. **"Shall".** The words "shall" states a requirement or duty.
- (end)

E n g i n e e r i n g   a   B e t t e r   S o l u t i o n

Maccaferri, Inc.  
10303 Governor Lane Blvd  
Williamsport MD 21795  
T 301 223 6910  
F 301 223 6134  
hdqtrs@maccaferri-usa.com  
www.maccaferri-usa.com

Offices in: Arizona California Florida Maryland Missouri New Jersey New Mexico Ohio Puerto Rico Tennessee Texas



**Midwest  
Construction  
Products**

# Quotation

*Keeping Hillsides Green and Water Ways Clean!*

**Project Name:** 12X3X3 200 EA.

**Quote Number:** Quote: 0053379

**Expiration Date:** 06/12/2016

**Field Agent:** Steve Burmeister

**Billing Address:**

Bisbee Arizona PW

118 Arizona Street

Bisbee, AZ 85603

**Delivery Address**

Bisbee Arizona PW

118 Arizona Street

FLAT BED DELIVERY

Bisbee, AZ 85603

We are happy to provide you with this quotation. If you have any questions, please reference your quotation number **Quote: 0053379.**

Line #	Item	Description	Quantity	Unit	Unit Price		Total
1	RGCL2X3X3	GALV. 12' X 3' X 3' GABION—11 GAGE WELDED WIRE W/ 3" SQUARE MESH	200.00	EA	\$94.000		\$18800.00
						Sub Total	\$18,800.00
		WE DO NOT CHARGE TAX INTO ARIZONA.				Sales Tax	\$0.00
		FLAT BED DELIVERY				Freight	\$4,150.00
		Terms: NET 30				Quote Total	\$22950.00

Thank you for giving us the opportunity to serve you. The above quotation does not include any applicable sales tax. All materials are to be provided in one delivery unless otherwise agreed upon. Products are sold in full units only, unless otherwise agreed upon. Terms are NET 30 days with approved credit. These prices will remain good until expiration date and on the quoted quantities only. Midwest Construction Products reserves the right to adjust prices if all items on this quotation are not ordered.

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

PO# \_\_\_\_\_

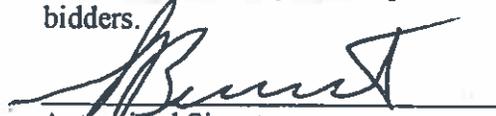
Yours sincerely,

\_\_\_\_\_  
**Steve Burmeister**

**BID**

**TO THE CITY OF BISBEE:**

The undersigned hereby offers the following Bid 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 Notice of Solicitation. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

  
Authorized Signature

5/1/16  
Date

STEVE BURMEISTER / CO-AGENT  
Printed Name and Title



Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone Number(s) 800. 532-2381

Company's Fax Number 239. 432-2807

Email Address STEVEB @ MIDWEST CONSTRUCT . COM

**[ATTACH BID TO THIS PAGE]**

**BID**

**TO THE CITY OF BISBEE:**

The undersigned hereby offers the following Bid 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 Notice of Solicitation. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

  
Authorized Signature

May 12, 2016  
Date

James R. Bello - Manager  
Printed Name and Title

Company Name Total Maintenance Erosion Control LLC

Address 2823 N. 48th Street Ste 6

City, State and Zip Code Phoenix, Arizona 85008

Telephone Number(s) (602) 841-1776

Company's Fax Number (602) 258-5698

Email Address jamesbello@tmec-llc.com

**[ATTACH BID TO THIS PAGE]**



**TOTAL MAINTENANCE  
EROSION CONTROL**

**Bid Proposal for Material**

To: City of Bisbee

5/12/2016

Attn: **Andy Haratyk**  
Phone: (520) 432-6002  
Fax:

RE: **200 Gabions**

FROM: **Total Maintenance Erosion Control LLC**  
ADDRESS: **2823 N. 48th Street Suite 6**  
**Phoenix AZ 85008**

CONTACT: **James Bello**  
TELEPHONE: **602-841-1776**  
FAX: **602-258-5698**

ITEM		PRICE
<p>Per the Notice of Solicitation, Total Maintenance Erosion Control (TMEC) submits a cost for two different types of gabions. Per the Material Specifications, 12x3x3 Welded Wire Gabions are being requested with wire mesh that is galvanized after welding. While this is possible, it would require custom galvanizing. Per factory and industry standards, galvanized wire is used at weld time, with the welds sprayed after welding is completed. TMEC will provide a price for factory standard gabions as well as gabions that are galvanized after manufacture. Both prices quoted are for the same type of material, the only difference is the galvanizing after the fact of welding. Attached is product information.</p>		
<b>Type 1</b>		
200	Art Weld Gabions Factory Galvanized	\$159.92
1	Shipping	\$2,350.00
0.086	Sales Tax	\$2,952.72
<b>Total</b>		<b>\$37,286.72</b>
<b>Type 2</b>		
200	Art Weld Gabions Galvanized after Welding	\$235.92
1	Shipping	\$2,950.00
0.086	Sales Tax	\$4,311.52
<b>Total</b>		<b>\$54,445.52</b>
<p>1. Manufacture specifications have been attached and may differ from the Material Specifications provided in the Notice of Solicitation. Please review to make certain that the material quoted will adequately meet the needs of the Buyer.</p>		

PLEASE CALL IF YOU HAVE ANY QUESTIONS.



## ArtWeld Gabion Product Specification

### 1.0 DESCRIPTION

This work shall consist of Hilfiker ArtWeld Gabions (welded wire mesh) and filling the gabions with rock in accordance with the details shown on project plans and special provisions.

### 2.0 MATERIALS

Gabions shall be of a single unit construction. The base, ends, sides, and lid shall be either welded into a single unit or shall be connected in such a manner that strength and flexibility at the connection are at least equal to that of the wire mesh. The gabions shall be fabricated in such a manner that they can be assembled at the construction site with Spiral Binders and pre-formed stiffeners into rectangular baskets of the specified size.

The height, length, and width of the gabions shall not vary more than 5 percent from the dimensions shown on the plans.

Gabions shall be divided into cells of equal length, not more than 3 feet long, by diaphragms made of the same wire mesh as used for the gabion body. Each gabion shall be fabricated with the necessary diaphragm or diaphragms secured in proper position on the base in such a manner that no additional tying at the base will be necessary.

Wire for the manufacture and assembly of gabions shall *meet or exceed* any combination of the following requirements:

<u>Description</u>	<u>Requirement</u>
3"x3" (7.62 cm x 7.62 cm), 9 Ga. - 0.144 in. min. (3.66 mm) Welded Wire Fabric	ASTM A185, A370 <i>Exception: Weld Shear at 800 lbf min.</i>
Galvanization: (9 Ga. 0.90 oz/SF)	ASTM A641, A90
9 Ga. Galvanized Pre-Formed Stiffener	N/A
9 Ga. Galvanized Spiral Binder - min. 0.144 in. (3.66 mm)	ASTM A641, A90
13.5 Ga. Tie Wire - min. 0.086 in. (2.2 mm) Galvanized 0.70 oz/SF	ASTM A641, A90

### 3.0 ROCK

Rock for filling the gabions shall be as listed:

100% passing 8 inches (20.3 cm), 0-5% passing 4 inches (10.2 cm)

### 4.0 CONSTRUCTION

Gabions shall first be assembled individually as empty units. Each gabion shall be manufactured with the necessary panels, properly spaced and secured, so they can be rotated into position at the construction site with no additional tying of the rotation joint. The panels and diaphragms shall be rotated into position and joined along vertical edges.

When 13.5-gauge tie wire is used as the joint material, all vertical edges of each gabion panel shall first be constructed to form individual empty gabions. Simple spiraling (looping without locking) of 13.5-gauge tie wire is not permitted. For welded-mesh, the joint shall be constructed using alternating single and double half hitches (locked loops) in every mesh opening along the joint.





# HILFIKER RETAINING WALLS

*Welded Wire Wall • Eureka Reinforced Soil  
Gabion Faced M.S.E. • Reinforced Soil Embankment  
ArtWeld Gabions • Spiralnail • Steepened Slope • Trinity Wall*

When 9-gauge spiral binders are used, the spiral shall be screwed into position such that it passes through each mesh opening along the joint. Both ends of all 9-gauge spiral binders shall be crimped to secure the spiral in place.

Temporary fasteners may be used to hold panels wherever gabions-to-gabion joints will be constructed. Temporary fasteners may remain in place.

#### 4.1 Assembly of Successive Gabions (Gabion-to-Gabion Joints)

Empty gabions shall be set in place. Individually constructed empty gabions shall be joined successively to the next empty gabion with 13.5-gauge tie wire or 9-gauge spirals, before filling with rock begins. The 13.5-gauge tie wire or 9-gauge spiral binders shall secure, in one pass, all selvage or end wires of panels of all the adjacent gabions along the joint.

#### 4.2 Assembly of Multiple Layered Gabions

Multi-layered gabion configurations shall be stepped and staggered as shown on the plans or as directed by the Engineer. When constructing multi-layered gabion configurations, each layer of gabions shall be joined to the underlying layer along the front, back, and ends, or as shown on the plans.

#### 4.3 Assembly of Single-Layered Gabions

Single-layered gabion configurations shall be staggered and joined along the front, back, and ends as shown on the plans, including tops and bottoms of adjacent gabions.

#### 4.4 Assembly of Shear Key Gabions

Shear key gabions (also called "counterforts") shall be spaced as shown on the plans. Shear key gabions shall be tied to adjacent gabions in the manner specified for "Assembly of Successive Gabions."

#### 4.5 Modified Geometry

To match the geometry of the planned gabion configuration, or to meet specific conditions panels shall be folded, cut, and/or re-tied to dimensions shown on the plans or as approved by the Engineer.

#### 4.6 Filling with Rock

Rock shall be placed in gabions to insure proper alignment, avoid bulges, and provide a minimum of voids. All exposed rock surfaces shall have a smooth and neat appearance. No sharp edges shall project through the wire mesh.

When constructing with 1.5-foot high or 3-foot high gabions, pre-formed stiffeners shall be used to produce a flat, smooth external surface.

Pre-formed Stiffeners shall be installed on the exposed face of the gabion prior to rock placement, two rows at 1/3 points on 3' high gabions, one row at 1/2 point in 1.5' high gabions.

When filling 3-foot high gabions, rock shall be placed in 3 nominal 12-inch layers; when filling 1.5-foot high gabions, rock shall be placed in two 9-inch layers.

The last layer of rock shall slightly overfill the gabions such that the lid will rest on rock when it is closed.





# HILFIKER RETAINING WALLS

*Welded Wire Wall • Eureka Reinforced Soil  
Gabion Faced M.S.E. • Reinforced Soil Embankment  
ArtWeld Gabions • Spiralnail • Steepened Slope • Trinity Wall*

## 4.7 Closure of Lids

Lids shall be tied along the front, ends, and diaphragms of individual gabions and to successive gabions with 9-gauge spiral binders in the same manner as specified elsewhere in this specification.

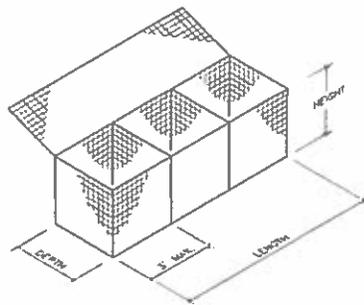
## 5.0 MEASUREMENT

Quantities of gabions to be paid for will be measured by the cubic yard and will be determined from the dimensions shown on the plans or the dimensions directed by the Engineer.

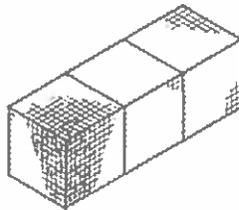
• End of Section •

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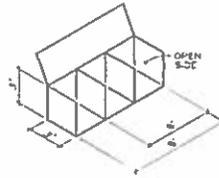




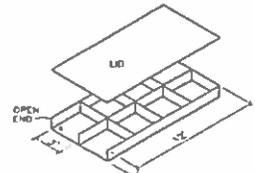
**TYPICAL GABION**  
NOT TO SCALE



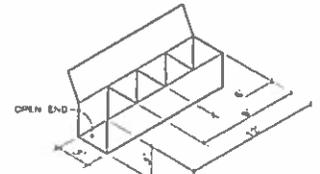
**TYPICAL ASSEMBLED GABION**  
NOT TO SCALE



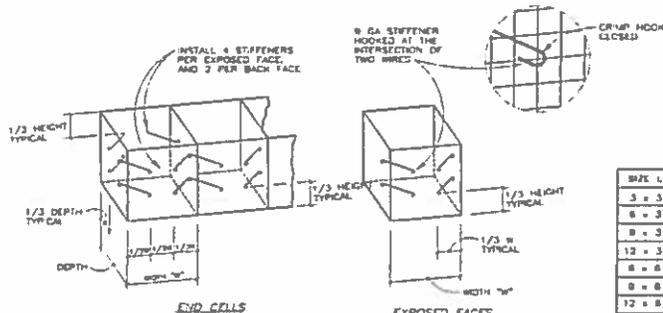
NOTE: SIZES CAN VARY  
**TYPICAL OPEN SIDE**  
NOT TO SCALE



NOTE: SIZES CAN VARY  
**TYPICAL MATTRESS**  
NOT TO SCALE



NOTE: SIZES CAN VARY  
**TYPICAL OPEN END**  
NOT TO SCALE



**STIFFENER DETAILS**  
NOT TO SCALE

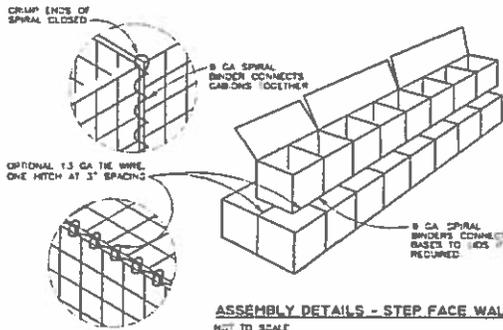
**STANDARD GABION SIZES**

SIZE LxWxH	CU. YD.	SIZE LxWxH	CU. YD.	SIZE LxWxH	CU. YD.
3 x 3 x 3	1	3 x 3 x 1.5	0.5	3 x 3 x 1	0.33
6 x 3 x 3	2	6 x 3 x 1.5	1	6 x 3 x 1	0.67
9 x 3 x 3	5	9 x 3 x 1.5	3	9 x 3 x 1	1
12 x 3 x 3	8	12 x 3 x 1.5	4	12 x 3 x 1	1.33
6 x 6 x 3	4	6 x 6 x 1.5	2	6 x 6 x 1	1.33
9 x 6 x 3	6	9 x 6 x 1.5	3	9 x 6 x 1	2
12 x 6 x 3	8	12 x 6 x 1.5	4	12 x 6 x 1	2.67
24 x 6 x 3	16	24 x 6 x 1.5	8	24 x 6 x 1	5.33

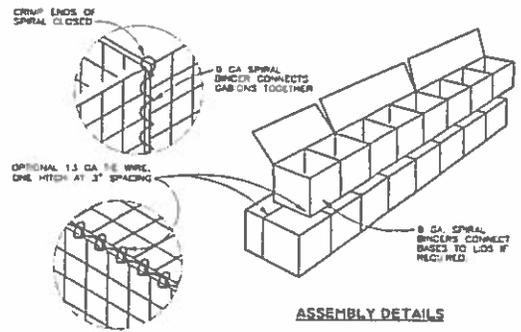
**NOTES**

- GABION SIZES ARE EXPRESSED IN FEET.
- MATTRESSES AND CUSTOM SIZES PROVIDED ON REQUEST.
- GABIONS WHICH ARE TO BE CONNECTED TOGETHER END-TO-END OR END-TO-END, MAY BE PROVIDED OPEN-SIDED OR OPEN-FRONT AS SHOWN TO REDUCE WEIGHT, COST, AND ASSEMBLY TIME.
- GABIONS ARE MANUFACTURED OF 3"x3" WELDED WIRE MESH, 8 GA. WITH 0.8 OZ/SF ZINC COATING, OR 11 GA. WITH 0.85 OZ/SF ZINC COATING, OPTIONAL 2.0 OZ/SF ZINC COATING IS AVAILABLE, ON REQUEST.

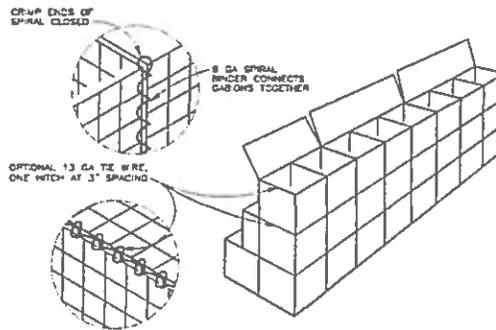
<p>SEE PROJECT &amp; STANDARD DRAWING FOR THE USE OF AN ALTERNATE GABION TYPE. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OF ANY OTHER TYPE OF GABION. THE GABION SHALL BE MANUFACTURED AND ASSEMBLED IN ACCORDANCE WITH THE STANDARD DRAWING AND THIS DRAWING. THE GABION SHALL BE MANUFACTURED AND ASSEMBLED IN ACCORDANCE WITH THE STANDARD DRAWING AND THIS DRAWING. THE GABION SHALL BE MANUFACTURED AND ASSEMBLED IN ACCORDANCE WITH THE STANDARD DRAWING AND THIS DRAWING.</p>	<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>8/7/8/88</td> <td>DR</td> <td>REVISED ZINC COATING THICKNESS</td> </tr> <tr> <td>2</td> <td>9/12/00</td> <td>DR</td> <td>UPDATED BORDER</td> </tr> <tr> <td>3</td> <td>15 NOV 08</td> <td>ALL</td> <td>UPDATED BORDER, MINOR CHANGES</td> </tr> <tr> <td>4</td> <td>11 NOV 07</td> <td>JTE</td> <td>MINOR CHANGES</td> </tr> </tbody> </table>	REV.	DATE	BY	DESCRIPTION	1	8/7/8/88	DR	REVISED ZINC COATING THICKNESS	2	9/12/00	DR	UPDATED BORDER	3	15 NOV 08	ALL	UPDATED BORDER, MINOR CHANGES	4	11 NOV 07	JTE	MINOR CHANGES	<p><b>GRAPHIC SCALE</b></p> <p>LINE IS 20 UNITS LONG ON ORIGINAL DRAWING</p> <p>0 10 20</p>	<p>PROJECT NO. _____</p> <p>DATE _____</p> <p>SCALE _____</p> <p>NOTED _____</p>	<p><b>HILFNER RETAINING WALLS</b></p> <p>4000 Foster Lane Zionsville, IN 46088-2711 908.850.0613 FAX 908.850.0603 908.850.0600 or 908.850.2801 © 2007 www.hilfner.com Email: info@hilfner.com</p>	<p><b>STANDARD DRAWING</b></p> <p><b>ARTWELD GABIONS</b></p> <p><b>DETAILS AND NOTES</b></p>	<p>PROJECT NO. _____</p> <p>SHEET <b>1</b></p> <p>OF 2</p>
REV.	DATE	BY	DESCRIPTION																							
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2	9/12/00	DR	UPDATED BORDER																							
3	15 NOV 08	ALL	UPDATED BORDER, MINOR CHANGES																							
4	11 NOV 07	JTE	MINOR CHANGES																							



**ASSEMBLY DETAILS - STEP FACE WALL**  
NOT TO SCALE



**ASSEMBLY DETAILS**



**ASSEMBLY DETAILS - VERTICAL WALL**  
NOT TO SCALE

STANDARD GABION DETAILS

REVISED	DATE	BY	DESCRIPTION
1	16/18/04	DR	REVISED ZINC COATING THICKNESS
2	6/12/02	DR	UPDATED BORDER
3	19 NOV 08	AMJ	UPDATED BORDER, MINOR CHANGES
4	11 NOV 07	JTE	MINOR CHANGES

<b>GRAPHIC SCALE</b>	
LINE IS 30 UNITS LONG ON ORIGINAL DRAWING	
0	10 20
1	1

PROJECT	PROJ. NO.
DRAWN BY	DATE
CHECKED BY	DATE
SCALE	NOTED

**HILFINGER RETAINING WALLS**

5005 Harbor Lane  
Escondido, CA 92029-2711  
TEL: (760) 943-2888  
FAX: (760) 943-2899  
WWW.HILFINGER.COM

DATE	BY
REVISION	DATE
SCALE	NOTED

<b>STANDARD DRAWING</b>
<b>ARTWELD GABIONS</b>
<b>DETAILS AND NOTES</b>

PROJECT NO.	2
SHEET	2
OF	2



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 6/7/16

Regular     Special

DATE ACTION SUBMITTED: 5/31/16

REGULAR                   CONSENT

TYPE OF ACTION:  
RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

SUBJECT: **DISCUSSION AND POSSIBLE AWARD OF A CONTRACT FOR CHIP SEAL OF ADAMS AVE. IN OLD BISBEE**

**FROM:**            Andy Haratyk, Public Works Director

**RECOMMENDATION:**            Recommend Approval.

**PROPOSED MOTION:**            I move that we approve awarding a contract with K E & G for Chip Seal of Adams Ave. in Old Bisbee..

---

**DISCUSSION:** Bids for the Chip Seal of Adams Ave. in Old Bisbee were opened on Monday, May 23, 2016 at the City Clerk's Office. KE&G was the only contractor that provided the City with a Bid.

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**FISCAL IMPACT:**            \$52,725.44

**DEPARTMENT LINE ITEM ACCOUNT:**            99-40-02104

**BALANCE IN LINE ITEM IF APPROVED:**            \$80,274.56

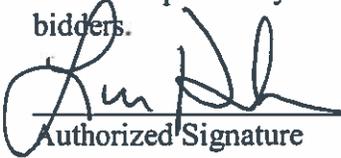
Prepared by: Andy Haratyk  
Andy Haratyk, Public Works Director

Reviewed by: Jestin Johnson  
Jestin Johnson, City Manager

**BID**

**TO THE CITY OF BISBEE:**

The undersigned hereby offers the following Bid 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 Notice of Solicitation. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

  
Authorized Signature

5-19-16  
Date

LAWRENCE SAUNDERS, Project MANAGER  
Printed Name and Title

Company Name KE?G CONSTRUCTION, INC

Address 1601 PASEO SAN LUIS

City, State and Zip Code SIERRA VISTA, AZ 85635

Telephone Number(s) 520-458-9594

Company's Fax Number 520-458-2362

Email Address LSAUNDERS@KEGTUSU.COM

**[ATTACH BID TO THIS PAGE]**



5100 S. ALVERNON WAY  
 TUCSON, ARIZONA 85706  
 (520) 748-0188  
 FAX (520) 748-8975

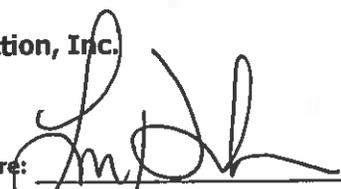
1601 PASEO SAN LUIS, SUITE 202  
 SIERRA VISTA, ARIZONA 85635  
 (520) 458-9594  
 FAX (520) 458-2362

<b>To:</b> City Of Bisbee	<b>Contact:</b>
<b>Address:</b> 118 Arizona Street Bisbee,, AZ 85603	<b>Phone:</b> 520-432-6000
	<b>Fax:</b>
<b>Project Name:</b> Updated Adams Ave. Chip Seal Old Bisbee	<b>Bid Number:</b> 16-204
<b>Project Location:</b> Old Bisbee, AZ	<b>Bid Date:</b> 5/19/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Pave 2" Of AC Laundry Hill	730.00	SY	\$21.00	\$15,330.00
2	Chip Seal Double Shot	3,970.00	SY	\$6.00	\$23,820.00
3	Pot Hole Patch No Prep	25.00	TON	\$285.00	\$7,125.00
4	Place Steel Plates On Bridge At Moon Canyon And Tombstone Canyon	1.00	LS	\$2,900.00	\$2,900.00
<b>Bid Price Subtotal:</b>					<b>\$49,175.00</b>
<b>Total Bisbee (adder) 65% Of 5.0% 3.25%:</b>					<b>\$1,598.19</b>
<b>Total Cochise County (Stand Alone) 65% Of 6.1% 3.97%:</b>					<b>\$1,952.25</b>
<b>Total Bid Price:</b>					<b><u>\$52,725.44</u></b>

**Notes:**

- Proposal Includes: Labor, Equipment, Materials, Supervision, Permits, and Sales Tax.
- 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.
- Price as shown does not include survey or materials testing.
- NOTE Includes steel plates for bridge protection at Tombstone Canyon and Moon Canyon, loads of oil and chips will exceed the load limit on this bridge. Pot hole patching based on 25 tons invoiced will be based on final total amount.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>KE&amp;G Construction, Inc.</b></p> <p style="text-align: center;"></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Larry Saunders, Justin Wilson</p>
--	--

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

**(CHIP SEALING OF ADAMS AVE. IN OLD BISBEE)**

**1. Introduction**

The City of Bisbee is seeking sealed bids (“Bids”) in the manner specified herein from qualified vendors (“Vendor”) capable of providing the following goods and/or services:

**The City of Bisbee is accepting sealed bids for Chip Sealing of Adams Ave. in Old Bisbee.**

**2. SCHEDULE OF EVENTS**

**Submittal Due Date:** May 19, 2016  
3:00 p.m. (Arizona, MST)

**Submittal Location:** City Clerk, City of Bisbee  
118 Arizona Street  
Bisbee, AZ 85603

**Inquiries may be directed to:** City of Bisbee Public Works  
118 Arizona Street  
Bisbee, AZ 85603  
Attn: Andy Haratyk  
(520) 432-6002

**3. Nature of the Purchase**

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

**4. Preparation of Bid**

4.1 It is the responsibility of the Vendor to examine the entirety of this Notice of Solicitation and to seek clarification of any requirement that may not be clear. This Notice of Solicitation includes the City of Bisbee’s standard Purchase Contract, which the successful bidder will be required to execute.

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

4.3 All Bids submitted to the City become a public record. If the Vendor believes that any information included in a Bid should remain confidential, the Vendor must specifically identify that information and its reasons. In the event of any public request for this information, the City will use its best reasonable efforts to provide the Vendor with notice of this request and an opportunity to obtain a court order, at the Vendor's sole expense, protecting this information from release prior to making it available.

4.4 The specifications included in this Notice of Solicitation are the minimum level required. All Bids 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 Vendor may propose substantially equivalent alternatives. For any such Bid, the Vendor 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 include applicable state and local taxes. The City will reimburse the Vendor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Vendor will be responsible for the payment of all applicable taxes.

4.7 Prices shall include delivery and freight.

4.8 Any exceptions that are included with the Bid shall be submitted in a clearly identified separate statement by which the Vendor 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 Vendor's standard terms will not be considered to be a specific statement of exception.

## 5. Submission of the Bid

5.1 **Three copies** of the Sealed Bids 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 Bids will not be considered.

5.2 Sealed Bids 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 Vendor

5.3 Bids shall be submitted in writing, by a paper document that is printed, typed or in ink. Bids 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 of Solicitation must be legible and must contain the same information requested by any such form.

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

## **6. Award of the Contract**

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

6.2 Unless otherwise stated, the Contract will be awarded to the lowest responsive, responsible bidder who has demonstrated the ability to perform as required. Factors that will be considered in making this award include technical capability of the Vendor, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

## **7. Certification**

7.1 By signing and submitting a Bid, the Vendor certifies that the Bid did not involve any collusion or other anti-competitive practice; that the Vendor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Vendor 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 the Bid.

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

**SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS**

**See following page.**

**ACCEPTANCE OF BID  
NOTICE OF AWARD**

The Bid is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of the Contract to the Vendor.

The Vendor is bound to provide the materials and/or services identified in the Bid, subject to all terms, conditions, specifications, amendments, and other requirements set forth in this Notice of Solicitation and the Contract.

The Vendor shall not commence any billable work or provide any materials or services under this document until the Vendor and the City execute the Contract and the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

DATE ACTION SUBMITTED: June 1, 2016

REGULAR                   CONSENT

TYPE OF ACTION:  
RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

SUBJECT: **DISCUSSION AND POSSIBLE APPROVAL TO SEEK ADDITIONAL GRANT FUNDS FROM SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION (SEAGO) TO ACQUIRE UP TO \$60,000 IN FUNDS TO USE FOR THE BISBEE BUS TRANSIT SYSTEM.**

FROM:            **Shar Porier, Bisbee Bus Transit Administrator**

RECOMMENDATION:            **At the discretion of Mayor and Council**

PROPOSED MOTION:            **I move to approve seeking additional grant funds from Southeastern Arizona Governments Organization (SEAGO) to acquire up to \$60,000 in Funds to use for the Bisbee Bus Transit System.**

**DISCUSSION:** SEAGO has offered an opportunity for a \$60,000 grant for the Bisbee Bus Transit System. This money would be used for the purchase of new ADA compliant bus shelters to protect our riders from sun and wind at certain locations yet to be determined, the purchase of a cell phone for the Bisbee Bus Administrator and one year's subscription fees, new signage at the bus stops and a computer for the mechanics at the garage to meet ADOT requirements for Bisbee Bus Vehicle Asset Management Plans, Vehicle Inventories, Work Orders, Vehicle Maintenance Logs, and Preventive Maintenance Logs. Any remaining money would be used for the monthly match of the 5311 grant. Council's approval would provide Bisbee Bus with additional funds to save General Fund money, while helping our citizens and meeting ADOT requirements.

FISCAL IMPACT:            **None**

DEPARTMENT LINE ITEM ACCOUNT:            **96-40-41607**

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

Prepared by: Shar Porier  
**Shar Porier,**  
**Bisbee Bus Transit**  
**Administrator**

Reviewed by: Ashlee Corona  
**for Jestin Johnson,**  
**City Manager**



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

DATE ACTION SUBMITTED: May 31, 2016

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION       ORDINANCE       FORMAL ACTION       OTHER

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL ON A PAYMENT CENTER AGREEMENT WITH SOFTGATE SYSTEMS OF CALIFORNIA, INC FOR COLLECTION OF OTHER UTILITY PAYMENTS IN CITY HALL.**

**FROM:                  Jestin D. Johnson, City Manager**

**RECOMMENDATION:                  I recommend approval of the payment center agreement with Softgate Systems of California Inc for collection of other utility payments in City Hall.**

**PROPOSED MOTION:                  I move to approve the payment center agreement with Softgate Systems of California Inc for collection of other utility payments in City Hall.**

**DISCUSSION:**

The local Arizona Public Service office in Bisbee is scheduled to close in the very near future. Softgate Systems has been awarded the contract to collect payments for Arizona Public Service. Softgate Systems has approached the City of Bisbee to be a site where their cash customers can make payments. There will be a \$1.50 fee which the customer will pay; the City of Bisbee portion will be \$1.00 and Softgate portion will be \$0.50

**FISCAL IMPACT:                  n/a**

**DEPARTMENT LINE ITEM ACCOUNT:                  10-34-10701 – Utility Collection Services**

**BALANCE IN LINE ITEM IF APPROVED:                  n/a**

Prepared by: Sharon Buono  
Sharon Buono  
Finance Director

Reviewed by: Ashlee Coronado  
Ashlee Coronado  
City Clerk



SOFTGATE SYSTEMS, INC
APPLICATION & AUTHORIZATION

BUSINESS INFORMATION

Full Legal Name of Business: City Of Bisbee
Federal Employer ID Number (FEIN): 86-6000235
d/b/a:
Business Started Date (MM/YYYY):
Street Address: 118 Arizona Street
City & County: Bisbee, Cochise
State and Zip Code: AZ 85603
Phone Number: 520-432-6000
Fax Number: 520-432-6069
Business e-mail: SBuono@BisbeeAz.gov

Business Type: Municipality
Payment Center Contact: Sharon Buono

Additional Location? YES NO X
If yes, Agent #'s related:

BUSINESS ORGANIZATION

Sole proprietorship Partnership Corporation LLC
State of Corp or LLC: Municipality

STORE HOURS FOR ACCEPTING BILL PAYMENTS

Mon: 7:30 am -5:15 pm Tues: 7:30 am -5:15 Wed: 7:30 am -5:15 Thurs: 7:30 am -5:15 Fri: - Sat: - Sun: -

PROPRIETOR INFORMATION

\*\*For partnerships or Corporations please provide information on all members (Please use a 2nd application set if there are more than two)
If there is only one Corporation Owner, place initial here

Name Title

Home Address

City State Zip

Business Phone Business e-mail

Name Title

Home Address

City State Zip

Business Phone Business e-mail

Sales Representative: Ryan Snyder
ISO/Partner Name: SOFTGATE



SOFTGATE SYSTEMS, INC
APPLICATION & AUTHORIZATION

BANK REFERENCES

Bank Name Account #

Phone Number Contact name

FEE AGREEMENT FOR SOFTGATE PAYMENTS

I agree to charge the following fee\* per transaction for the SOFTGATE Payments taken at my location.

Fee \$1.50

Merchant Commission: \$1.00

SALES USE ONLY

\* SOFTGATE reserves the right to set a fixed fee for special same day payments such as Expedited Payments

Do you offer Money Transfer Services?

Yes

Input box for Yes

No

Input box for No with X

If Yes, please name the companies below:

Blank lines for naming companies

\*\*\*SYSTEM TYPE\*\*\*

ONLINE SYSTEM and BILINGUAL X

POSA SYSTEM

SHIPPING REQUESTS

PRODUCTS REQUESTED

POS WELCOME KIT:

BILINGUAL X

ENGLISH

ALL X

OTHER

Proprietor Authorization & Guarantee

The Proprietor described in this application, through the person signing below:

- 1. under penalty of perjury, certifies to SOFTGATE SYSTEMS, Inc. that the information contained in this Application & Authorization and any other information provided to SOFTGATE in support of this application are true, correct and contain no false or misleading information;
2. authorizes SOFTGATE to inquire about any information referred to in this application and the Merchants credit history;
3. authorizes SOFTGATE to obtain information about the Merchant from any credit reporting agency or other information gathering organization, trade creditor, or any other party having business or financial information about the Merchant;
4. confirms that the Proprietor received a copy of the Payment Center Agreement and has read and understands this Application and the Payment Center Agreement;
5. agrees to the terms and conditions of the Payment Center Agreement; and
6. confirms that the Payment Center Agreement is not effective until SOFTGATE completes its review of the Proprietor Application and SOFTGATE approves the Proprietor.
7. I authorize SOFTGATE SYSTEMS, Inc. to sweep my designated bank account, draw a paper draft and charge the credit card provided for any amount up to the total amount of any overdue balances
8. confirms that each person signing below is authorized to complete and sign the Application and bind the Proprietor to the terms and conditions of the SOFTGATE Payment Center Agreement.

Ronald Oertle, 6/8/16

Merchant Organization Print Name Date Proprietor Signature Title Name Date

SALES REPRESENTATIVE

Ryan Snyder

ISO/Partner Name

SOFTGATE

## PAYMENT CENTER AGREEMENT

This Payment Center Agreement (the "Agreement") is dated 1/201 by and between Softgate Systems, Inc. and/or its affiliate Softgate Systems of California, Inc. ("Softgate") whose principal place of business is 330 Passaic Avenue, Fairfield, New Jersey 07004, and City of Bisbee whose principal place of business is 118 Arizona Street, Bisbee, AZ 85603 ("Merchant").

### Background

Softgate provides electronic bill payment and pre-paid telecommunications products and services to cash paying customers at various retail locations (the "Services"). On a non-exclusive basis, Merchant desires to offer the Services to its customers at the above address, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. Merchant Obligations.

1.1. Fiduciary Obligations. At Merchant's location above or as specified on Exhibit "B", Merchant shall accept cash payments from its customers in order for them to pay their bills to approved payees ("Billers") by and through Softgate's proprietary electronic bill payment system; or for such other agreed Services as the parties may agree from time to time. Merchant shall hold all customer cash IN TRUST for Softgate's benefit. Failure to properly handle the cash could subject the Merchant to civil and/or criminal penalties.

1.2. Policies and Procedures. The Merchant acknowledges it has a fiduciary responsibility to make certain that all collected funds are remitted to Softgate without delay and within the timeframes set forth in Softgate's Policies and Procedures ("Policies"), which are attached hereto, made a part hereof and marked as Exhibit "A". The Merchant shall strictly adhere to the Policies, which may be amended time by Softgate's without Merchant's notice or consent. If material changes are made, they will be posted on Softgate's system or by transmitting such amendment to the Merchant, which changes shall be effective ten (10) days after notice is posted or provided. Merchant's use of the Services shall constitute its acceptance of such changes. The Merchant shall strictly adhere to Policies, which may be amended anytime by Softgate with notice to Merchant.

1.3. Customer Funds and Designated Account. The Merchant shall deposit all collected customer funds related to the Services, including any processing fees charged by Softgate into a designated account (the "Designated Account"). The Merchant shall make the deposit into the Designated Account each day within the time frame set forth in the Policies. At least once a day, Softgate shall arrange for the electronic withdrawal of such customer funds from the Designated Account; Merchant shall sign the authorization herein. Merchant shall not encumber or take any adverse action with respect to the funds in the Designated Account. Merchant shall be liable to Softgate to account for all customer funds that come into its possession from the collection of any amounts from the Services. In the event that there are insufficient funds in the Designated Account, Softgate reserves the right to charge back to the Merchant all bank fees and other charges and losses.

1.4 Compliance. The Merchant shall adhere to all federal and state laws, rules and regulations applicable to Money Service Businesses including, without limitation, the Bank Secrecy Act, USA Patriot Act, OFAC and applicable state laws as described in the Addendum, all as amended from time to time. Merchant shall keep records of all transactions of the Services for no less than 5 years, which records shall be the property of Softgate and subject to review by Softgate at any time. If applicable, Merchant will collect and remit all federal, state and local use or sales taxes imposed in connection with the Services.

#### 2. LIMITATIONS OF WARRANTY AND LIABILITY. SOFTGATE MAKES

NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF SOFTGATE IN ANY MANNER CONNECTED TO OR OUT OF THE SERVICES, INCLUDING BUT NOT LIMITED TO FAILURE TO FURNISH THE SERVICES,

Softgate Systems, Inc.

MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS OR OTHER DEFECTS, REGARDLESS OF CAUSE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID BY THE CUSTOMER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE MERCHANT SHALL BE LIMITED TO SEEKING THE REFUND OF SUCH FEES. IN NO EVENT SHALL SOFTGATE BE LIABLE FOR ANY COMPENSATORY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.

3. Indemnification. The Merchant jointly and severally, assume all risk of loss with respect to forgery, receipt of counterfeit currency, robbery or other crime, destruction, mysterious disappearance, unauthorized or authorized overdrafts from the Designated Account and all other causes of loss, and further shall indemnify, reimburse and hold Softgate harmless against any loss, cost, liability, damage, judgment, penalty or fine, including but not limited to, court costs and reasonable legal fees incurred by Softgate, whether a lawsuit or any claim is filed or not, by way of any action, claim, settlement or otherwise, as a result of any act or omission by the Merchant or its agents in connection with this Agreement. The provisions of this Section 3 shall survive the termination of this Agreement.

4. Confidentiality. Merchant shall hold in confidence and not disclose information concerning any consumers or Softgate's processes, financial data, plans, pricing, or other trade secrets and other proprietary information and intellectual property ("Confidential Information") and shall not use any Confidential Information except for purposes contemplated by this Agreement. Merchant further acknowledges that Softgate is the owner of, and has an important proprietary stake in protecting its trade names, trademarks, service marks, copyrights, computer software programs and other intellectual property rights ("Proprietary Names and Marks"). Merchant shall use the Proprietary Names and Marks only in the manner expressly permitted by Softgate. In the event of a breach by Merchant of its obligations under this paragraph, Softgate shall have, in addition to any other remedies it may have, the right to obtain injunctive relief to restrain any breach or threatened breach thereof.

5. Limited Agency. Softgate appoints Merchant as its authorized delegate/agent for the purpose of collecting money for the payment of consumer bills as set forth in this Agreement and Merchant accepts such appointment. This is a limited agency as this Agreement does not create an agency, employment, joint venture or partnership relationship between Softgate and Merchant. Merchant cannot bind Softgate to any obligation in any manner other than as set forth herein.

6. Event of Default. Merchant shall be in default under this Agreement if they (i) fail to comply with any of the provisions of this Agreement, the Policies or any amendments thereto; or (2) fail to timely deposit customer funds into the Designated Account or in any way act improperly with respect to customer funds; or (3) are charged with any crime or offense; or (4) submit false or misleading statements or records; or (5) fail to remit to Softgate any money due; or (6) permit any unauthorized access to the Services; or (7) fail to comply with any laws, rules or regulations.

7. Remedies upon Default. In the event of a default hereunder, Softgate may, at its option, terminate this Agreement and all rights to use the Services shall cease and Merchant shall return all Softgate Confidential Information and Proprietary Names and Marks. Merchant shall remain liable to Softgate for all amounts due and outstanding Softgate, who shall have the right to offset any commissions or other sums due Merchant as well as continue to ACH those amounts from the Designated Account. Merchant agrees to pay all expenses (attorneys' fees and court costs) incurred by Softgate in enforcing this Agreement.

8. Termination. Upon thirty (30) days written notice, either party may terminate this Agreement without cause. Upon termination, Merchant shall return all Softgate Confidential Information and Proprietary Names and Marks.

9. Miscellaneous. (i) Should any provision be deemed unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force; (ii) this Agreement may not be assigned by Merchant without Softgate's written consent, however, Softgate may assign this Agreement without Merchant's notice or consent; (iii) all notices and other communications provided for herein may be transmitted electronically via email or Softgate network, or otherwise shall be in writing and delivered by overnight mail; (iv) this Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed to be an original, (v) this Agreement shall not be modified or amended except in writing signed by all parties; (vi) this Agreement shall be governed by the laws of the State of New Jersey and the parties consent to the jurisdiction in the State and Federal courts of California or New Jersey; and (vii) this Agreement shall be not be binding until signed by Softgate.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year set forth below next to each of their signatures.

**MERCHANT**

By: Ronald Oertle  
(Print or type name)

Signature: \_\_\_\_\_  
(Sign name)

Title: Mayor

Date: June 8, 2016

**Softgate Systems, Inc.**

By: \_\_\_\_\_

Print or type name and title

Signature/Date: \_\_\_\_\_

\_\_\_\_\_

**Merchant Payment Preauthorization**

**Authorization Agreement for Preauthorized Charges**

1. Debit Authorization. I, the Merchant named below hereby authorize and request Softgate Systems, Inc. ("Softgate") to effect payments for any amounts owing by me to Softgate, in such amounts as they become due by initiating debit entries to my account indicated below in the financial institution named below ("Bank") and I further authorize and request the Bank to accept any debit entries initiated by Softgate to such account and to debit the same to such account without responsibility for the correctness thereof.

2. Notice and Termination of Authorization. It is understood that this Authorization Agreement for Preauthorized Charges may be terminated by either party at any time by written notification to Softgate or to the Bank. Any such notification to Softgate shall be effective only with respect to entries initiated by Softgate after receipt of such notification and a reasonable opportunity to act on it. Any such notification to Bank shall be effective only with respect to entries debited to the account by Bank after receipt of such notification and a reasonable time to act on it.

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing # \_\_\_\_\_

**Merchant**

By: Ronald Oertle  
(Print or type name)

Signature: \_\_\_\_\_  
(Sign name)

Title: Mayor

Date: June 8, 2016

\_\_\_\_\_

Exhibit "A"

**SOFTGATE POLICIES AND PROCEDURES ("Policies")**

These Policies govern the use and offering the Services and are made a part of, and incorporated into, the Agreement.

**1. Transaction Processing.**

The following govern how Merchant ("you") will handle transaction processing in rendering the Services.

- 1.1. POS Device. You may only utilize the Services through an approved Softgate point of sale device such as a password protected personal computer, dedicated point-of-sale terminal, or electronic kiosk, the cost of which shall be your responsibility.
- 1.2. Receipts. You, and/or a properly trained employee/agent, shall enter all payment data into the POS Device immediately upon receipt of cash from a customer, and simultaneously you shall provide the customer with a Softgate approved printed receipt. You must keep a copy of the customer's receipt stapled to the bill or collect name and phone number from customers without vendor remittance slips. You must keep a copy of these receipts for a period of 5 years.

**2. Handling Cash, Transfers, & Posting.**

- 2.1. Daily. You must deposit all consumer funds into the Designated Account on a daily basis. Softgate will initiate a fund transfer from the Designated Account each evening for collection the next business banking day. The Designated Account must have a balance sufficient to cover the previous day's payment total. Friday's total is collected on Monday, Saturday and Sunday's totals are collected together with Monday's total on Tuesday morning.
- 2.2. Transfers. Transactions made from 9 PM EST to 9 PM EST will be deposited to Softgate on the next calendar day. The time of the fund transfer to Softgate is dependent upon your bank. Softgate does not control what time the funds are taken from the Designated Account, only the day.
- 2.3. Posting. Depending on the consumer and the Biller, Softgate is able to process payments in real time or as long as 3 business days. In general, transactions under the Payments menu post from 1 to 3 business days, Just-In-Time Transactions post from 15-45 minutes and Pre-cash transactions post immediately. Note that 1 business day from Friday is Monday and 1 business day from Saturday and Sunday is Tuesday.

**3. Void, Refunds and Corrections.**

- 3.1. Voids: Please note that not all transactions can be voided, including most wireless e-pins, phone cards, and transactions that have already been processed. You are required to check deposits well before the 9 PM EST cutoff to check for and void duplicate or other transactions that should be voided. Transactions voided by you and those through customer service are deducted from that day's deposit total.
- 3.2. Refunds and Corrections
  - i. NO REFUNDS SHALL BE ISSUED TO ANY CUSTOMER UNLESS AUTHORIZED BY SOFTGATE
  - ii. Should Softgate determine that a payment has been misapplied, Softgate will contact you for the remittance (bill) stub information in order to correct the transaction.
  - iii. Softgate will then make a best effort to get the transaction corrected with the Biller or to have the money refunded from the Biller; but it is not guaranteed.
  - iv. Not all payments are neither correctable nor refundable depending upon the nature of the error and the disposition of the funds with the Biller.

- v. If correction is not possible and a refund from the Biller is, then Softgate can refund the money to you after confirming that you have refunded the customer and after such permission to refund the customer has been granted by Softgate.
- vi. When you refund the customer, you must collect the customer's receipt, so that the customer cannot claim having made payment through Softgate to the Biller and collect customer's signature and date on the receipt showing a refund was made.
- vii. Refunds and corrections can vary depending upon the various policies of the Billers.
- viii. Refunds to agents are not deducted from day's deposit. They are only deducted on the date after which the refund process has been completed with the Biller and after confirmation of the refund to the customer has taken place.
- ix. Refunds cannot be made on Wireless E-Pins or on Phone Cards.

**4. Commissions and Fees:**

Below is a list of commissions to be paid to you and fees due from you, all of which may be amended by Softgate at any time without notice to you. In addition, Softgate reserves the right to delete a Biller at any time.

**4.1. Commissions**

Your Commission is determined by the designated Merchant Commission option selected by you on your Payment Center Application ("Application") for each Bill Payment Type, which are defined below:

**4.2. Payment Types**

Fixed Fee Billers. These are payments that have multiple posting

times based on an agreement by and between Softgate and the Biller. Posting Times vary as follows: real-time, same day, next or second business day. The Retail Consumer Fee and/or your Commission are "fixed" by contract between Softgate and the Biller. The Retail Consumer Fee will be set by Softgate and Merchant Commissions may vary and are detailed in the Fixed Fee Payments Schedule provided to you. The Retail Consumer Fee and your Commission may be changed by Softgate at any time at Softgate sole discretion which will usually be based on Softgate relationship with said Biller or contractual restrictions on Retailer Consumer Fees. The current Fixed Fee Biller table is available upon request and may be changed by Softgate at any time.

- 4.3. Prepaid Products. If applicable, the Merchant shall receive a commission on all prepaid products sold which shall be detailed on a schedule prior to any sales.



SOFTGATE SYSTEMS, INC. AND/OR ITS SUBSIDIARY
SOFTGATE SYSTEMS OF CALIFORNIA, INC.
PAYMENT CENTER CERTIFICATION FOR COMPLIANCE WITH
THE BANK SECRECY ACT AND USA PATRIOT ACT

I, Ronald Oertle, Mayor, of Bisbee, AZ (the "Company"),
a corporation/partnership/sole proprietor doing business in the State of Arizona hereby designate
Sharon R. Buono its Finance Director/Treasurer as the Compliance Officer of the Company.
Designee accepts such appointment (by signing here)

1. I understand all the requirements set forth in the Bank Secrecy Act and USA Patriot Act (section 352) and agree to comply
with all of the following:

- a) Development of internal policies, procedures and controls to prevent Money Laundering or adopt Softgate's policies
and procedures. Do you have your own policies and procedures? Yes [ ] No [X] If no, you must comply with
our policies and procedures. If yes, please send a copy for our records.
b) Engage an independent auditor to conduct periodic audits of the Company's AML program.
c) Provide AML training to employees.

2. Compliance with Law.

- a. Reporting. You are required to report and document any suspicious transactions or multiple transactions to the same
account or multiple biller accounts that equal or exceed \$2,000 or \$1000 in the State of Arizona and Oklahoma.
b. BSA. Information regarding the "Bank Secrecy Act & the USA Patriot Act" is included in your welcome kit and is also
available upon request from Softgate.
c. Certification. Pursuant to the Softgate Anti-Money Laundering Compliance Program, you confirm and acknowledge
receiving a link (http://www.fincen.gov/financial\_institutions/msb/materials.html) to the following:
1. Money Laundering Prevention Guide
2. Video on Recognizing & Reporting Suspicious Activity Relating to Financial Crimes (available in PayXchange)
3. Bank Secrecy Act - Quick Reference Guide; and
4. Reporting Suspicious Activity - Quick Reference Guide

I, Merchant named below, hereby certify that I received the above link to money laundering prevention guides and agree to
review them and will comply with all the rules and regulations pertaining to the Bank Secrecy Act/USA Patriot Act and follow all
the procedures outlined in Softgate's Anti-Money Laundering Program as a Money Service Business. I am aware that any deviation
from Softgate's procedure regarding the Anti-Money Laundering Compliance Program may be cause for termination of my
agreement with Softgate.

Merchant

By: Ronald Oertle, Mayor
Print name and Title

Date: 6/8/2016

Signature:

Agent No.



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: **June 7, 2016**

Regular     Special

**DATE ACTION SUBMITTED:** May 31, 2016

REGULAR                   CONSENT

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

**SUBJECT:** **DISCUSSION AND POSSIBLE APPROVAL TO ENTER INTO A COURT CONSOLIDATION AGREEMENT BY AND BETWEEN THE CITY OF BISBEE AND COCHSIE COUNTY**

**FROM:**            **Jestin Johnson, City Manager**

**RECOMMENDATION:**            **Staff recommends approval of Consolidated Court Agreement**

**PROPOSED MOTION:**            **I move to approve the 2016 Court Consolidation Agreement by and between the City of Bisbee and Cochise County.**

**DISCUSSION:**

In 2006, the City of Bisbee and Cochise County entered into an Agreement for the Consolidated Court. This Agreement was renewed in 2011 and the attached document is the updated version as prepared by the County Attorney's office.

The Consolidated Courts allows for communities like Bisbee to have Court services, but not incur the cost associated with management and administration. It is the hope of Cochise County to have the agreement executed by Mayor and Council prior to July 1<sup>st</sup>.

**FISCAL IMPACT:**            **N/A**

**DEPARTMENT LINE ITEM ACCOUNT:**            **N/A**

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

Prepared by: *Jestin Johnson*  
Jestin Johnson, City Manager

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

**COURT CONSOLIDATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF BISBEE, ARIZONA  
AND COCHISE COUNTY, ARIZONA**

**THIS IS AN AGREEMENT**, made and entered into by and between the County of Cochise, a body politic, [hereinafter “**COUNTY**”] and the City of Bisbee, a municipal corporation [hereinafter “**CITY**”] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

**RECITALS**

**WHEREAS**, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City Municipal Court with the Justice Court for the applicable Precinct, which hereinafter will be referred to as the “Consolidated Court”; and

**WHEREAS**, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the **CITY** and the surrounding community within the Precinct; and

**WHEREAS**, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE**

The purpose of this Agreement is to amend the current Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

///

## **II. NAME AND LOCATION**

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and will be located at the Bisbee Justice Court, Precinct #4, 207 North Judd Drive, Bisbee, AZ 85603, or other suitable location within the community.

## **III. DUTIES OF THE COUNTY**

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. All prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement.
2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department. Charges to the City for incarceration of defendants pursuant to A.R.S. § 31-121(D) shall be accounted and billed separate from this Agreement.
3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints.
4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.
5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending City Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

///

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and disbursements to the State of Arizona, the COUNTY and/or the CITY, as may be required by law, the State of Arizona and the Arizona Supreme Court.

#### **IV. DUTIES OF CITY**

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.
2. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the City Magistrate Court, including those cases arising within the corporate limits of the CITY.

D. Attached as Exhibit A are calculations of the costs of operating the Consolidated Court and the revenues derived from it for the 2015 calendar year, including a breakdown of the costs and revenues attributable to the Municipal Court, the net cost to the COUNTY from operating the Consolidated Court, and the amount that the CITY must reimburse the COUNTY, or the COUNTY to the CITY. The parties agree that Exhibit A represents fair calculations of these costs, revenues and amount of reimbursement for the 2015 calendar year and forms the basis for the amount of reimbursement to be paid by the CITY to the COUNTY, or by the COUNTY to the CITY, for the fiscal year 2016-17. Said reimbursement shall be payable quarterly, in advance, or, at CITY'S option if it is required to reimburse, or COUNTY'S option if it is

required to reimburse, reimbursement may be made in one lump sum at the beginning of the fiscal year.

Said reimbursement shall be adjusted annually, effective on the beginning of each fiscal year, as court costs and revenues change. By February 15 of each calendar year, the Cochise County Court Administration shall provide revised revenue and cost figures for the Court for the previous calendar year. By May 1 of each calendar year the COUNTY shall revise Exhibit A and the reimbursement required of the CITY or COUNTY under this paragraph for the next fiscal year, starting on July 1 of that calendar year, based upon cost and revenue figures for the previous calendar year. Said revision shall be subject to approval of both the City Council and the County Board of Supervisors.

E. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 22-403, *et seq.* and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

F. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code or Charter, or the resignation of the Justice of the Peace followed by appointment of another individual; however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace as City Magistrate; and
2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

## V. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

## **VI. TERM AND TERMINATION**

A. The term of this Agreement shall begin on July 1, 2016 and shall continue through June 30, 2019, covering the fiscal years 2016-17, 2017-18 and 2018-19.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

## **VII. WAIVER**

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

## **VIII. ENTIRE AGREEMENT**

This written Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

## **IX. RIGHTS OF THE PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

## **X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

## **XI. APPROVAL OF THE PARTIES**

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

**IN WITNESS WHEREOF**, the COUNTY has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the CITY has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

**APPROVED:**

COUNTY OF COCHISE:

By: \_\_\_\_\_ Date  
Richard Searle, Chair  
Board of Supervisors

**ATTEST:**

By: \_\_\_\_\_ Date  
Arlthe G. Rios, Clerk  
Board of Supervisors

**APPROVED:**

SUPERIOR COURT IN AND FOR  
THE COUNTY OF COCHISE

By: \_\_\_\_\_ Date  
Hon. James Conlogue  
Presiding Judge

COCHISE COUNTY ATTORNEY

By: \_\_\_\_\_ Date  
Brian McIntyre  
Cochise County Attorney

**APPROVED:**

CITY OF [insert]:

By: \_\_\_\_\_ Date  
Ronald Oertle, Mayor  
City of Bisbee

**ATTEST:**

By: \_\_\_\_\_ Date  
Ashlee Coronado, Clerk  
City of Bisbee

**APPROVED:**

JUSTICE COURT, PRECINCT #4  
CITY MAGISTRATE

By: \_\_\_\_\_ Date  
Hon. Adam Ambrose  
JP/City Magistrate

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: Court Consolidation Agreement between the City of Bisbee and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of [insert], Cochise County, Arizona.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Britt Hanson  
City Attorney

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In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Britt Hanson, Chief Civil Deputy.  
Cochise County Attorney



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: June 7, 2016

Regular     Special

<b>DATE ACTION SUBMITTED:</b> <u>June 1, 2016</u>			
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>		
<b>TYPE OF ACTION:</b>			
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/>	<b>FORMAL ACTION</b> <input checked="" type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT:</b> Discussion and Possible Approval of a Motion to Go into Executive Session Pursuant to A.R.S. § 38-431.03(a)(1) for Consideration of the Employment and Appointment of a City Manager			

**FROM:** Ronald Oertle, Mayor

**RECOMMENDATION:** At Council's Discretion

**PROPOSED MOTION:** I move to enter into Executive Session pursuant to A.R.S. § 38-431.03(a)(1) for a preliminary discussion of the applicants for a City Manager.

I move to direct the City Clerk to contact the individuals specified in executive session to arrange for interviews and to prepare a list of final candidates for release to the public.

**DISCUSSION:**

This executive session will allow the Mayor and Council to discuss specific applications and candidates in Executive Session.

*Per ARS § 38-431.03(a)(1), the City Council may vote to go into executive session for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.*

**FISCAL IMPACT:** NA

**DEPARTMENT LINE ITEM ACCOUNT:** NA

**BALANCE IN LINE ITEM IF APPROVED:** NA

Prepared by: Ashlee Coronado  
Ashlee Coronado  
City Clerk

Reviewed by: Britt Hanson  
Britt Hanson  
City Attorney



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: **June 7, 2016**

Regular     Special

<b>DATE ACTION SUBMITTED:</b> <u>May 31, 2016</u>			
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>		
<b>TYPE OF ACTION:</b>			
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/>	<b>FORMAL ACTION</b> <input checked="" type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT: DISCUSSION AND POSSIBLE APPROVAL TO RETAIN TIM HOGAN AND ARIZONA CENTER FOR LAW IN THE PUBLIC INTEREST TO DEFEND THE LAWFULNESS OF CITY ORDINANCE O-13-14, WHICH PROHIBITS RETAILERS FROM PROVIDING SINGLE USE PLASTIC BAGS TO CUSTOMERS</b>			

**FROM:**        **Britt Hanson, City Attorney**

**RECOMMENDATION:**        **At Council's Discretion**

**PROPOSED MOTION:**

- a) Pursuant to A.R.S. § 38-431.03(a)(3) and (a)(4), I move to enter into Executive Session for Discussion and Consultation with our City Attorney for legal advice and possible litigation.
- b) I move to retain Tim Hogan and the Arizona Center for Law in the Public Interest to defend the lawfulness of City Ordinance O-13-14, which prohibits retailers from providing single use plastic bags to customers

---

**DISCUSSION:** On September 13, 2013, pursuant to the City Charter, the City Council enacted Ordinance O-13-14, which prohibits retailers from providing single use plastic bags to customers. In 2015, the Arizona legislature passed a bill prohibiting cities from enacting this kind of ordinance. Following a public discussion of this legislation, and whether it would be applicable to the City of Bisbee, the Council voted to continue its ordinance in place, primarily on grounds that the legislation didn't apply to Bisbee as a charter city. Accordingly, the City Attorney sent a courtesy letter to State officials informing them that Bisbee was keeping its plastic bag ordinance in place. The City Attorney received no response.

In 2016, to correct a defect in its previous legislation (a violation of the two-subject matter rule), pursuant to HB2131, the legislature once again passed a statute prohibiting cities from enacting an ordinance banning plastic bags. A copy of HB2131 accompanies this CAF.

In addition, with SB1487, the legislature passed a separate statute that provides a procedure for the State to possibly withhold State shared revenue from cities that enact ordinances that violate State law. That new statute accompanies this CAF. SB1487 apparently was aimed at preventing cities from passing

their own separate minimum wages, but was also apparently aimed at cities, such as Bisbee, from passing plastic bag bans pursuant to their charters.

Both of these statutes will take effect on August 6, 2016.

Meanwhile, in 2015, the Arizona Center for Law in the Public Interest filed a lawsuit in Superior Court attempting to invalidate the plastic bag ban. That litigation is ongoing. The lead attorney, Tim Hogan, is willing to represent the City of Bisbee in invalidating the new State legislation prohibiting plastic bag bans. This would be at no cost to the City. The purpose of this agenda item is for the Council to discuss whether to retain Mr. Hogan and the Arizona Center for Law in the Public Interest to represent the City.

If the Council so desires and votes to do so, some or all of the discussion of this agenda item may be held in executive session pursuant to the statute below.

***A.R.S. § 38-431.03***

*A. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:*

- 3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.*
- 4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.*

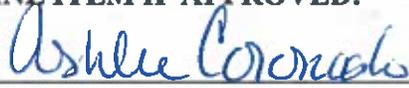
---

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

**Prepared by:**



**Ashlee Coronado  
City Clerk**

**Reviewed by:**



**Britt Hanson  
City Attorney**

ORDINANCE O-13-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AMENDING CHAPTER 9, HEALTH AND SANITATION, OF THE CITY CODE OF THE CITY OF BISBEE, BY THE AMENDMENT OF ARTICLE 9.7, REGULATION OF CARRYOUT BAGS, AND PROVIDING FOR REPEAL AND SEVERABILITY.

WHEREAS, the widespread use of disposable carryout bags results in a significant amount of waste material, creates additional burdens upon the City's solid waste collection system, and increases the sanitation costs for the City and its residents; and

WHEREAS, plastic carryout bags in particular result in a significant amount of wind-blown litter, resulting in visual blight and adverse impacts upon our desert environment; and

WHEREAS, the production and delivery of disposable carryout bags consumes a significant amount of both renewable and non-renewable resources to provide what is essentially waste material; and

WHEREAS, the City's actions to reduce the amount of waste material produced for and used by this community are consistent with the goals and objectives of the U. S. Mayors' Climate Protection Agreement, as previously adopted by the City of Bisbee; and

WHEREAS, numerous other jurisdictions have demonstrated that a small fee upon the use of disposable carryout bags in order to reduce their usage has been an effective mechanism to encourage the increased use of reusable carry out bags; and

WHEREAS, these amendments are in the best interests of the City and its citizens and are within the authority granted to the Mayor and Council by Sections 1.03 and 6.02 of the City Charter of the City of Bisbee,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bisbee as follows:

Section 1: That Chapter 9, Health and Sanitation, of the City Code of the City of Bisbee, is hereby amended by the substitution and addition of Article 9.7, Regulation of Carryout Bags, as specified in the attached Exhibit A, incorporated herein by reference.

Section 2: Repeal. That Ordinance O-11-12, previously adopting a prior version of Article 9.7, Regulation of Disposable Carryout Bags, is hereby repealed in its

entirety, together with the previously approved version of Article 9.7 of the City Code of the City of Bisbee.

**Section 2: Severability.** That if any section, subsection, sentence, clause, phrase or portion of this Ordinance 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.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee, this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Adriana Z. Badal, Mayor

ATTEST:

\_\_\_\_\_  
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John A. MacKinnon, City Attorney

## **EXHIBIT A**

### **AMENDMENT TO CHAPTER 9 OF THE CITY CODE, HEALTH AND SANITATION; AND CEMETERY**

**[New Article]**

#### **ARTICLE 9.7 REGULATION OF CARRYOUT BAGS**

##### **9.7.1 Findings and Purpose**

The Mayor and Council of the City of Bisbee hereby find that:

- A. The widespread practice by retail stores of supplying disposable carryout bags to their customers results in a significant amount of waste material and creates additional burdens on the City's solid waste collection system, resulting in more costs to the City and its citizens.
- B. Plastic carryout bags in particular result in a significant amount of wind-blown litter throughout our high desert landscape, resulting in visual blight and adverse impacts upon this environment. The fact that these plastic bags do not decompose, but only break down into smaller particles, results in the potential for their chemical components to be ingested or taken up by other organisms, with potentially harmful effects to the natural environment.
- C. Carryout bags that are not properly disposed of can result in clogged sewer lines and otherwise adversely impact the City's sanitary sewer systems and give rise to costly repairs and maintenance of public infrastructure.
- D. The production and delivery of disposable carryout bags consumes a large amount of both renewable and non-renewable resources on an annual basis, and even though these account for only a small percentage of our total national use of oil and natural gas, this usage still constitutes a significant amount of total energy expended on what is essentially waste material.
- E. The amount of waste material being produced, the amount of energy being consumed, and the amount of litter in our local environment will all be reduced if the use of disposable carryout bags in our community is reduced and the use of reusable carryout bags is encouraged.
- F. This action to reduce the amount of energy that is expended by and for this community and to decrease the amount of waste material produced in this community is consistent with goals and objectives of the U. S. Mayor's Climate Protection Agreement that has been previously approved the City of Bisbee.
- G. Other communities have found that the adoption of a relatively small fee for the use of certain types of disposable carryout bags has significantly

reduced the usage of such bags and encouraged the use of reusable carryout bags.

- J. The implementation of any such regulation will be more likely to be successful if there is sufficient lead time prior to the effective date and this regulation is implemented in phases.

### 9.7.2 Definitions

- A. **“Exempt single-use bags”** include bags made available to consumers inside stores, prior to their arrival at the checkout counter, to be used to package bulk items such as fruit, vegetables, nuts, grains, candy, or small hardware items, such as nails and bolts; to be used to contain or wrap frozen or fresh foods, meat or fish, whether prepackaged or not; to be used to separate flowers or potted plants, or other damp items that may need to be separated from other purchases; to be used to protect or separate prepared foods or bakery goods; to be used by pharmacists to contain prescription drugs; newspaper bags; clothing bags provided by dry cleaners; bags to be used to protect a purchased item from damaging or contaminating other purchased items, when placed in a reusable carryout bag or recycled paper bag; and bags sold in packages containing multiple bags and intended for use outside of the store to contain garbage, pet waste, yard waste or other materials.
- B. **“Recycled paper bag”** means a paper carryout bag provided by a retail establishment to a customer at the point of sale that meets all of the following requirements:
  1. The bag contains a minimum of forty percent (40%) postconsumer recycled material; or if the bag is rated at eight pounds or less, twenty percent (20%) postconsumer recycled material.
  2. The bag is capable of composting, consistent with the time limits and specifications of the American Society of Testing and Material (ASTM) Standard D6400.
  3. The bag has printed on the bag the name of the manufacturer, the country where it was manufactured, and the minimum percentage of post-consumer content.
- C. **“Retail establishment”** means a licensed business located within the City of Bisbee that provides one or more consumer items to its customers intended for off-site use or consumption. For purposes of this Article, any restrictions imposed upon a “retail establishment” shall be equally applicable to the employees, managers, owners, contractors, and agents of that retail establishment.

- D. **“Reusable carryout bag”** means a bag with handles that is specifically designed and manufactured for multiple reuse; is either made of cloth, fiber, or other machine washable fabric, or made of durable plastic material that is at least 2.25 millimeters thick; and does not contain lead, cadmium, or any other heavy metals in toxic amounts.
- E. **“Single-use carryout bag”** means a bag of any material, commonly plastic or kraft paper, that is provided to a consumer at the point of sale or checkout counter to carry purchases from the store and that does not meet the requirements of a “reusable carryout bag” as defined in this Article and that is not classified as an “exempt single use bag” in this Article.
- F. **“Single-use plastic carryout bag”** means a “single use carryout bag” made from plastic or bioplastic, including such materials marketed or labeled as “biodegradable” or “compostable,” and that is not a reusable carryout bag, a recycled paper bag, or an exempt single-use bag, as those terms are defined in this Article.

### **9.7.3. Carryout Bag Restrictions**

- A. On and after April 22, 2014, (Earth Day), a retail establishment shall not provide a single-use carry-out bag to a customer at the point of sale, except as provided in this Section.
- B. On and after April 22, 2014, no retail establishment in the City of Bisbee shall provide a single use plastic carryout bag to a customer.
- C. A retail establishment in the City of Bisbee may provide reusable carryout bags to customers at no cost or for a fee.
- D. On and after April 22, 2014, a retail establishment may provide a customer with one or more recycled paper bags upon request by the customer, but only if each such bag is subject to a reasonable fee, charged to the customer and collected by the retail establishment, in an amount not less than five cents (\$.05), unless that customer is exempt from this fee, pursuant to this Article.
- E. Customers who are making purchases as participants in the supplemental food program for Women, Infants, and Children, (“WIC”) or who are making purchases as participants in the Supplemental Nutrition Assistance Program (“food stamps” or SNAP), or any similar successor low income food assistance programs, shall be exempt from the bag fee for recycled paper bags.

#### **9.7.4 Establishment of a Fee for the Use of Recycled Paper Bags**

- A. On and after April 22, 2014, a fee of not less than Five Cents (\$0.05) per recycled paper bag shall be collected from consumers who make purchases from a retail establishment that is subject to these regulations and who accept a recycled paper bag or bags from that establishment. This per bag fee is subject to the following conditions:
  - 1. Fees must be paid by the consumer at the time of purchase.
  - 2. Retail establishments may not pay the fee on behalf of consumers.
  - 3. All Retail Establishments shall indicate on the consumer transaction receipt the number of recycled paper bags provided to that customer and the total amount of the fee that was charged for them.
  
- B. The fee of Five Cents per bag shall be distributed as follows:
  - 1. The retail establishment may retain its cost of each recycled paper bag, together with the administrative costs and all direct and indirect costs incurred by the retail establishment in implementing this program.
  - 2. The retail establishment shall remit to the City of Bisbee, Finance Department, the remainder of the fee collected for each bag, over and above the amount of its authorized costs and expenses, if any, to be deposited into the City of Bisbee Environmental Fund.
  
- C. The fees are to be distributed to the City of Bisbee Finance Department by each retail establishment subject to these fees, on a monthly basis, on or before the fifteenth (15<sup>th</sup>) day of the subsequent month, if the amount of the fees equals or exceeds Two Hundred and Fifty Dollars (\$250.00) per month; and on a quarterly basis, on or before the fifteenth (15<sup>th</sup>) day of the subsequent quarter, (Jan., April, July, Oct.) if the amount of the fees is less than that on a monthly basis. Each submittal to the City of Bisbee shall include an itemization of the number of disposable carryout bags provided during that period and a signed verification that this accounting is true and correct, to the best of the knowledge and information of the submitter. The Finance Director may provide forms for this purpose. If there are no excess proceeds collected from these fees, the retail establishment shall

provide the Finance Director with an itemized statement which confirms these expenses and shall thereafter have no obligation to provide either monthly or quarterly reports, unless that situation changes.

#### **9.7.5 The City of Bisbee Environmental Fund**

The City of Bisbee Environmental Fund is a special revenue fund, established and maintained by the Finance Director, for the deposits of the City's portion of the per bag fee, if any, and such other revenue as may be dedicated or donated to this Fund. The City of Bisbee Environmental Fund shall be used for the following purposes, as specifically allocated by the Mayor and Council in each annual budget:

- A. Providing reusable carryout bags to City residents, with a priority of assisting seniors, the disabled and low-income members of this community.
- B. Purchasing additional equipment, vehicles and supplies to enhance the recycling program of the City of Bisbee.
- C. Promoting and supporting conservation, clean-up and recycling programs within this community.
- D. Promoting and supporting education programs for the general public and school groups, regarding recycling, reduction, and reuse of materials and protection of the local environment.
- E. Paying for the administration of these regulations and the collection of the fees.

#### **9.7.6 Violations, Penalties and Enforcement**

The failure of any retail establishment that is subject to these regulations to comply with these restrictions, to fail to collect the required fees, or to fail to remit any sum to the City of Bisbee, if required, shall be a civil violation, subject to the following penalties:

- A. For a first violation, a written warning and notice of violation shall be issued to the manager or owner of the retail establishment. No fine shall be assessed for a first violation.
- B. For a second violation, a civil penalty of One Hundred Dollars (\$100.00).
- C. For a third violation, a civil penalty of Two Hundred Dollars (\$200.00).

- D. For each subsequent violation, a civil penalty of Five Hundred Dollars (\$500.00).

No more than one notice of violation shall be issued to a retail establishment within any seven (7) day period for the same violation. A violation that occurs more than twelve (12) months after a prior violation by the same establishment shall be treated as a “first violation.” If the retail establishment is incorporated or otherwise constituted as a separate legal entity, the violation notice shall be issued to that legal entity. If the retail establishment is operated as a sole proprietorship or by one or more individual partners, the violation notice shall be issued to one or more of the individual owners.

If the retail establishment has violated these regulations repeatedly and been subject to more than one Five Hundred Dollar civil penalty, that retail establishment may be subject to an injunction, ordering it to cease doing business in the City of Bisbee unless and until it complies with these regulations and terminating its existing business license, ending its authorization it to conduct business in the City of Bisbee, pending such compliance.

The City Manager is authorized to designate City staff to implement this program, inspect retail establishments for compliance, initiate enforcement actions, and to pursue any necessary judicial actions to collect unpaid penalties and enforce these provisions.

State of Arizona  
House of Representatives  
Fifty-second Legislature  
Second Regular Session  
2016

**CHAPTER 28**  
**HOUSE BILL 2131**

AN ACT

REPEALING SECTION 9-500.36, ARIZONA REVISED STATUTES; AMENDING TITLE 9, CHAPTER 4, ARTICLE 8, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-500.38; REPEALING SECTION 11-269.14, ARIZONA REVISED STATUTES; AMENDING TITLE 11, CHAPTER 2, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-269.15; RELATING TO AUXILIARY CONTAINERS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Repeal

3 Section 9-500.36, Arizona Revised Statutes, is repealed.

4 Sec. 2. Title 9, chapter 4, article 8, Arizona Revised Statutes, is  
5 amended by adding section 9-500.38, to read:

6 9-500.38. Prohibition on regulation of auxiliary containers:  
7 state preemption; definition

8 A. A CITY OR TOWN MAY NOT:

9 1. IMPOSE A TAX, FEE, ASSESSMENT, CHARGE OR RETURN DEPOSIT ON A  
10 CONSUMER OR AN OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING  
11 OR MULTIFAMILY HOUSING PROPERTY FOR AUXILIARY CONTAINERS.

12 2. REGULATE THE SALE, USE OR DISPOSITION OF AUXILIARY CONTAINERS BY AN  
13 OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY  
14 HOUSING PROPERTY.

15 B. THE REGULATION OF THE SALE, USE AND DISPOSITION OF AUXILIARY  
16 CONTAINERS IS A MATTER OF STATEWIDE CONCERN. THE REGULATION OF THE SALE, USE  
17 OR DISPOSITION OF AUXILIARY CONTAINERS BY AN OWNER, OPERATOR OR TENANT OF A  
18 BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY PURSUANT TO  
19 THIS SECTION IS NOT SUBJECT TO FURTHER REGULATION BY A CITY OR TOWN.

20 C. THIS SECTION DOES NOT PREVENT A CITY OR TOWN FROM CONTINUING A  
21 VOLUNTARY RECYCLING AND WASTE REDUCTION PROGRAM AS AUTHORIZED BY SECTION  
22 9-500.07 OR ENSURING THAT DISCARDED AUXILIARY CONTAINERS DEFINED AS SOLID  
23 WASTE PURSUANT TO SECTION 49-701.01 ARE DISPOSED OF PROPERLY.

24 D. FOR THE PURPOSES OF THIS SECTION, "AUXILIARY CONTAINER" INCLUDES  
25 REUSABLE BAGS, DISPOSABLE BAGS, BOXES, BEVERAGE CANS, BOTTLES, CUPS AND  
26 CONTAINERS THAT ARE MADE OUT OF CLOTH, PLASTIC, EXTRUDED POLYSTYRENE, GLASS,  
27 ALUMINUM, CARDBOARD OR OTHER SIMILAR MATERIALS AND THAT ARE USED FOR  
28 TRANSPORTING MERCHANDISE OR FOOD TO OR FROM A BUSINESS OR MULTIFAMILY HOUSING  
29 PROPERTY. AUXILIARY CONTAINER DOES NOT INCLUDE A STATIONARY RECEPTACLE  
30 INTENDED SOLELY FOR USE BY THE PUBLIC FOR VOLUNTARY DONATION OF GOODS AND  
31 MATERIALS INTENDED FOR SUBSEQUENT REUSE, SALE OR RECYCLING.

32 Sec. 3. Repeal

33 Section 11-269.14, Arizona Revised Statutes, is repealed.

34 Sec. 4. Title 11, chapter 2, article 4, Arizona Revised Statutes, is  
35 amended by adding section 11-269.15, to read:

36 11-269.15. Prohibition on regulation of auxiliary containers:  
37 state preemption; definition

38 A. A COUNTY MAY NOT:

39 1. IMPOSE A TAX, FEE, ASSESSMENT, CHARGE OR RETURN DEPOSIT ON A  
40 CONSUMER OR AN OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING  
41 OR MULTIFAMILY HOUSING PROPERTY FOR AUXILIARY CONTAINERS.

42 2. REGULATE THE SALE, USE OR DISPOSITION OF AUXILIARY CONTAINERS BY AN  
43 OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY  
44 HOUSING PROPERTY.

45 B. THE REGULATION OF THE SALE, USE AND DISPOSITION OF AUXILIARY  
46 CONTAINERS IS A MATTER OF STATEWIDE CONCERN. THE REGULATION OF THE SALE, USE

1 OR DISPOSITION OF AUXILIARY CONTAINERS BY AN OWNER, OPERATOR OR TENANT OF A  
2 BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY PURSUANT TO  
3 THIS SECTION IS NOT SUBJECT TO FURTHER REGULATION BY A COUNTY.

4 C. THIS SECTION DOES NOT PREVENT A COUNTY FROM CONTINUING A VOLUNTARY  
5 RECYCLING AND WASTE REDUCTION PROGRAM AS AUTHORIZED BY SECTION 11-269 OR  
6 ENSURING THAT DISCARDED AUXILIARY CONTAINERS DEFINED AS SOLID WASTE PURSUANT  
7 TO SECTION 49-701.01 ARE DISPOSED OF PROPERLY.

8 D. FOR THE PURPOSES OF THIS SECTION, "AUXILIARY CONTAINER" INCLUDES  
9 REUSABLE BAGS, DISPOSABLE BAGS, BOXES, BEVERAGE CANS, BOTTLES, CUPS AND  
10 CONTAINERS THAT ARE MADE OUT OF CLOTH, PLASTIC, EXTRUDED POLYSTYRENE, GLASS,  
11 ALUMINUM, CARDBOARD OR OTHER SIMILAR MATERIALS AND THAT ARE USED FOR  
12 TRANSPORTING MERCHANDISE OR FOOD TO OR FROM A BUSINESS OR MULTIFAMILY HOUSING  
13 PROPERTY. AUXILIARY CONTAINER DOES NOT INCLUDE A STATIONARY RECEPTACLE  
14 INTENDED SOLELY FOR USE BY THE PUBLIC FOR VOLUNTARY DONATION OF GOODS AND  
15 MATERIALS INTENDED FOR SUBSEQUENT REUSE, SALE OR RECYCLING.

16 Sec. 5. Legislative findings

17 The legislature finds that small businesses are particularly sensitive  
18 to costs and expenses incurred in complying with regulatory actions of a  
19 city, town or county. The legislature further finds that inconsistent  
20 regulation by cities, towns and counties hinders a small business from  
21 benefiting from free and open competition.

APPROVED BY THE GOVERNOR MARCH 14, 2016.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 15, 2016.

Senate Engrossed

State of Arizona  
Senate  
Fifty-second Legislature  
Second Regular Session  
2016

**CHAPTER 35**  
**SENATE BILL 1487**

AN ACT

AMENDING TITLE 41, CHAPTER 1, ARTICLE 5, ARIZONA REVISED STATUTES, BY ADDING SECTION 41-194.01; AMENDING SECTIONS 42-5029 AND 43-206, ARIZONA REVISED STATUTES; RELATING TO STATE SHARED REVENUES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 41, chapter 1, article 5, Arizona Revised Statutes,  
3 is amended by adding section 41-194.01, to read:

4 41-194.01. Violations of state law by counties, cities and  
5 towns: attorney general investigation: report:  
6 withholding of state shared revenues

7 A. AT THE REQUEST OF ONE OR MORE MEMBERS OF THE LEGISLATURE, THE  
8 ATTORNEY GENERAL SHALL INVESTIGATE ANY ORDINANCE, REGULATION, ORDER OR OTHER  
9 OFFICIAL ACTION ADOPTED OR TAKEN BY THE GOVERNING BODY OF A COUNTY, CITY OR  
10 TOWN THAT THE MEMBER ALLEGES VIOLATES STATE LAW OR THE CONSTITUTION OF  
11 ARIZONA.

12 B. THE ATTORNEY GENERAL SHALL MAKE A WRITTEN REPORT OF FINDINGS AND  
13 CONCLUSIONS AS A RESULT OF THE INVESTIGATION WITHIN THIRTY DAYS AFTER RECEIPT  
14 OF THE REQUEST AND SHALL PROVIDE A COPY OF THE REPORT TO THE GOVERNOR, THE  
15 PRESIDENT OF THE SENATE, THE SPEAKER OF THE HOUSE OF REPRESENTATIVES, THE  
16 MEMBER OR MEMBERS OF THE LEGISLATURE MAKING THE ORIGINAL REQUEST AND THE  
17 SECRETARY OF STATE. IF THE ATTORNEY GENERAL CONCLUDES THAT THE ORDINANCE,  
18 REGULATION, ORDER OR OTHER ACTION UNDER INVESTIGATION:

19 1. VIOLATES ANY PROVISION OF STATE LAW OR THE CONSTITUTION OF ARIZONA,  
20 THE ATTORNEY GENERAL SHALL PROVIDE NOTICE TO THE COUNTY, CITY OR TOWN, BY  
21 CERTIFIED MAIL, OF THE VIOLATION AND SHALL INDICATE THAT THE COUNTY, CITY OR  
22 TOWN HAS THIRTY DAYS TO RESOLVE THE VIOLATION. IF THE ATTORNEY GENERAL  
23 DETERMINES THAT THE COUNTY, CITY OR TOWN HAS FAILED TO RESOLVE THE VIOLATION  
24 WITHIN THIRTY DAYS, THE ATTORNEY GENERAL SHALL:

25 (a) NOTIFY THE STATE TREASURER WHO SHALL WITHHOLD AND REDISTRIBUTE  
26 STATE SHARED MONIES FROM THE COUNTY, CITY OR TOWN AS PROVIDED BY SECTION  
27 42-5029, SUBSECTION L AND FROM THE CITY OR TOWN AS PROVIDED BY SECTION  
28 43-206, SUBSECTION F.

29 (b) CONTINUE TO MONITOR THE RESPONSE OF THE GOVERNING BODY, AND WHEN  
30 THE OFFENDING ORDINANCE, REGULATION, ORDER OR ACTION IS REPEALED OR THE  
31 VIOLATION IS OTHERWISE RESOLVED, THE ATTORNEY GENERAL SHALL NOTIFY:

32 (i) THE GOVERNOR, THE PRESIDENT OF THE SENATE, THE SPEAKER OF THE  
33 HOUSE OF REPRESENTATIVES AND THE MEMBER OR MEMBERS OF THE LEGISLATURE MAKING  
34 THE ORIGINAL REQUEST THAT THE VIOLATION HAS BEEN RESOLVED.

35 (ii) THE STATE TREASURER TO RESTORE THE DISTRIBUTION OF STATE SHARED  
36 REVENUES TO THE COUNTY, CITY OR TOWN.

37 2. MAY VIOLATE A PROVISION OF STATE LAW OR THE CONSTITUTION OF  
38 ARIZONA, THE ATTORNEY GENERAL SHALL FILE A SPECIAL ACTION IN SUPREME COURT TO  
39 RESOLVE THE ISSUE, AND THE SUPREME COURT SHALL GIVE THE ACTION PRECEDENCE  
40 OVER ALL OTHER CASES. THE COURT SHALL REQUIRE THE COUNTY, CITY OR TOWN TO  
41 POST A BOND EQUAL TO THE AMOUNT OF STATE SHARED REVENUE PAID TO THE COUNTY,  
42 CITY OR TOWN PURSUANT TO SECTION 42-5029 AND 43-206 IN THE PRECEDING SIX  
43 MONTHS.

44 3. DOES NOT VIOLATE ANY PROVISION OF STATE LAW OR THE CONSTITUTION OF  
45 ARIZONA, THE ATTORNEY GENERAL SHALL TAKE NO FURTHER ACTION PURSUANT TO THIS  
46 SECTION.

1           Sec. 2. Section 42-5029, Arizona Revised Statutes, is amended to read:  
2           42-5029. Remission and distribution of monies; withholding;  
3                                   definition

4           A. The department shall deposit, pursuant to sections 35-146 and  
5 35-147, all revenues collected under this article and articles 4, 5 and 8 of  
6 this chapter pursuant to section 42-1116, separately accounting for:

- 7           1. Payments of estimated tax under section 42-5014, subsection D.
- 8           2. Revenues collected pursuant to section 42-5070.
- 9           3. Revenues collected under this article and article 5 of this chapter  
10 from and after June 30, 2000 from sources located on Indian reservations in  
11 this state.
- 12           4. Revenues collected pursuant to section 42-5010, subsection G and  
13 section 42-5155, subsection D.

14           B. The department shall credit payments of estimated tax to an  
15 estimated tax clearing account and each month shall transfer all monies in  
16 the estimated tax clearing account to a fund designated as the transaction  
17 privilege and severance tax clearing account. The department shall credit  
18 all other payments to the transaction privilege and severance tax clearing  
19 account, separately accounting for the monies designated as distribution base  
20 under sections 42-5010, 42-5164, 42-5205 and 42-5353. Each month the  
21 department shall report to the state treasurer the amount of monies collected  
22 pursuant to this article and articles 4, 5 and 8 of this chapter.

23           C. On notification by the department, the state treasurer shall  
24 distribute the monies deposited in the transaction privilege and severance  
25 tax clearing account in the manner prescribed by this section and by sections  
26 42-5164, 42-5205 and 42-5353, after deducting warrants drawn against the  
27 account pursuant to sections 42-1118 and 42-1254.

28           D. Of the monies designated as distribution base, and subject to the  
29 requirements of section 42-5041, the department shall:

30           1. Pay twenty-five percent to the various incorporated municipalities  
31 in this state in proportion to their population to be used by the  
32 municipalities for any municipal purpose.

33           2. Pay 38.08 percent to the counties in this state by averaging the  
34 following proportions:

35           (a) The proportion that the population of each county bears to the  
36 total state population.

37           (b) The proportion that the distribution base monies collected during  
38 the calendar month in each county under this article, section 42-5164,  
39 subsection B, section 42-5205, subsection B and section 42-5353 bear to the  
40 total distribution base monies collected under this article, section 42-5164,  
41 subsection B, section 42-5205, subsection B and section 42-5353 throughout  
42 the state for the calendar month.

43           3. Pay an additional 2.43 percent to the counties in this state as  
44 follows:

45           (a) Average the following proportions:

46           (i) The proportion that the assessed valuation used to determine  
47 secondary property taxes of each county, after deducting that part of the

1 assessed valuation that is exempt from taxation at the beginning of the month  
2 for which the amount is to be paid, bears to the total assessed valuations  
3 used to determine secondary property taxes of all the counties after  
4 deducting that portion of the assessed valuations that is exempt from  
5 taxation at the beginning of the month for which the amount is to be paid.  
6 Property of a city or town that is not within or contiguous to the municipal  
7 corporate boundaries and from which water is or may be withdrawn or diverted  
8 and transported for use on other property is considered to be taxable  
9 property in the county for purposes of determining assessed valuation in the  
10 county under this item.

11 (ii) The proportion that the distribution base monies collected during  
12 the calendar month in each county under this article, section 42-5164,  
13 subsection B, section 42-5205, subsection B and section 42-5353 bear to the  
14 total distribution base monies collected under this article, section 42-5164,  
15 subsection B, section 42-5205, subsection B and section 42-5353 throughout  
16 the state for the calendar month.

17 (b) If the proportion computed under subdivision (a) of this paragraph  
18 for any county is greater than the proportion computed under paragraph 2 of  
19 this subsection, the department shall compute the difference between the  
20 amount distributed to that county under paragraph 2 of this subsection and  
21 the amount that would have been distributed under paragraph 2 of this  
22 subsection using the proportion computed under subdivision (a) of this  
23 paragraph and shall pay that difference to the county from the amount  
24 available for distribution under this paragraph. Any monies remaining after  
25 all payments under this subdivision shall be distributed among the counties  
26 according to the proportions computed under paragraph 2 of this subsection.

27 4. After any distributions required by sections 42-5030, 42-5030.01,  
28 42-5031, 42-5032, 42-5032.01 and 42-5032.02, and after making any transfer to  
29 the water quality assurance revolving fund as required by section 49-282,  
30 subsection B, credit the remainder of the monies designated as distribution  
31 base to the state general fund. From this amount the legislature shall  
32 annually appropriate to:

33 (a) The department of revenue sufficient monies to administer and  
34 enforce this article and articles 5 and 8 of this chapter.

35 (b) The department of economic security monies to be used for the  
36 purposes stated in title 46, chapter 1.

37 (c) The firearms safety and ranges fund established by section 17-273,  
38 fifty thousand dollars derived from the taxes collected from the retail  
39 classification pursuant to section 42-5061 for the current fiscal year.

40 E. If approved by the qualified electors voting at a statewide general  
41 election, all monies collected pursuant to section 42-5010, subsection G and  
42 section 42-5155, subsection D shall be distributed each fiscal year pursuant  
43 to this subsection. The monies distributed pursuant to this subsection are  
44 in addition to any other appropriation, transfer or other allocation of  
45 public or private monies from any other source and shall not supplant,  
46 replace or cause a reduction in other school district, charter school,

1 university or community college funding sources. The monies shall be  
2 distributed as follows:

3 1. If there are outstanding state school facilities revenue bonds  
4 pursuant to title 15, chapter 16, article 7, each month one-twelfth of the  
5 amount that is necessary to pay the fiscal year's debt service on outstanding  
6 state school improvement revenue bonds for the current fiscal year shall be  
7 transferred each month to the school improvement revenue bond debt service  
8 fund established by section 15-2084. The total amount of bonds for which  
9 these monies may be allocated for the payment of debt service shall not  
10 exceed a principal amount of eight hundred million dollars exclusive of  
11 refunding bonds and other refinancing obligations.

12 2. After any transfer of monies pursuant to paragraph 1 of this  
13 subsection, twelve per cent of the remaining monies collected during the  
14 preceding month shall be transferred to the technology and research  
15 initiative fund established by section 15-1648 to be distributed among the  
16 universities for the purpose of investment in technology and research-based  
17 initiatives.

18 3. After the transfer of monies pursuant to paragraph 1 of this  
19 subsection, three per cent of the remaining monies collected during the  
20 preceding month shall be transferred to the workforce development account  
21 established in each community college district pursuant to section 15-1472  
22 for the purpose of investment in workforce development programs.

23 4. After transferring monies pursuant to paragraphs 1, 2 and 3 of this  
24 subsection, one-twelfth of the amount a community college that is owned,  
25 operated or chartered by a qualifying Indian tribe on its own Indian  
26 reservation would receive pursuant to section 15-1472, subsection D,  
27 paragraph 2 if it were a community college district shall be distributed each  
28 month to the treasurer or other designated depository of a qualifying Indian  
29 tribe. Monies distributed pursuant to this paragraph are for the exclusive  
30 purpose of providing support to one or more community colleges owned,  
31 operated or chartered by a qualifying Indian tribe and shall be used in a  
32 manner consistent with section 15-1472, subsection B. For the purposes of  
33 this paragraph, "qualifying Indian tribe" has the same meaning as defined in  
34 section 42-5031.01, subsection D.

35 5. After transferring monies pursuant to paragraphs 1, 2 and 3 of this  
36 subsection, one-twelfth of the following amounts shall be transferred each  
37 month to the department of education for the increased cost of basic state  
38 aid under section 15-971 due to added school days and associated teacher  
39 salary increases enacted in 2000:

40 (a) In fiscal year 2001-2002, \$15,305,900.

41 (b) In fiscal year 2002-2003, \$31,530,100.

42 (c) In fiscal year 2003-2004, \$48,727,700.

43 (d) In fiscal year 2004-2005, \$66,957,200.

44 (e) In fiscal year 2005-2006 and each fiscal year thereafter,  
45 \$86,280,500.

46 6. After transferring monies pursuant to paragraphs 1, 2 and 3 of this  
47 subsection, seven million eight hundred thousand dollars is appropriated each

1 fiscal year, to be paid in monthly installments, to the department of  
2 education to be used for school safety as provided in section 15-154 and two  
3 hundred thousand dollars is appropriated each fiscal year, to be paid in  
4 monthly installments to the department of education to be used for the  
5 character education matching grant program as provided in section 15-154.01.

6 7. After transferring monies pursuant to paragraphs 1, 2 and 3 of this  
7 subsection, no more than seven million dollars may be appropriated by the  
8 legislature each fiscal year to the department of education to be used for  
9 accountability purposes as described in section 15-241 and title 15, chapter  
10 9, article 8.

11 8. After transferring monies pursuant to paragraphs 1, 2 and 3 of this  
12 subsection, one million five hundred thousand dollars is appropriated each  
13 fiscal year, to be paid in monthly installments, to the failing schools  
14 tutoring fund established by section 15-241.

15 9. After transferring monies pursuant to paragraphs 1, 2 and 3 of this  
16 subsection, twenty-five million dollars shall be transferred each fiscal year  
17 to the state general fund to reimburse the general fund for the cost of the  
18 income tax credit allowed by section 43-1072.01.

19 10. After the payment of monies pursuant to paragraphs 1 through 9 of  
20 this subsection, the remaining monies collected during the preceding month  
21 shall be transferred to the classroom site fund established by section  
22 15-977. The monies shall be allocated as follows in the manner prescribed by  
23 section 15-977:

24 (a) Forty per cent shall be allocated for teacher compensation based  
25 on performance.

26 (b) Twenty per cent shall be allocated for increases in teacher base  
27 compensation and employee related expenses.

28 (c) Forty per cent shall be allocated for maintenance and operation  
29 purposes.

30 F. The department shall credit the remainder of the monies in the  
31 transaction privilege and severance tax clearing account to the state general  
32 fund, subject to any distribution required by section 42-5030.01.

33 G. Notwithstanding subsection D of this section, if a court of  
34 competent jurisdiction finally determines that tax monies distributed under  
35 this section were illegally collected under this article or articles 5 and 8  
36 of this chapter and orders the monies to be refunded to the taxpayer, the  
37 department shall compute the amount of such monies that was distributed to  
38 each city, town and county under this section. Each city's, town's and  
39 county's proportionate share of the costs shall be based on the amount of the  
40 original tax payment each municipality and county received. Each month the  
41 state treasurer shall reduce the amount otherwise distributable to the city,  
42 town and county under this section by one thirty-sixth of the total amount to  
43 be recovered from the city, town or county until the total amount has been  
44 recovered, but the monthly reduction for any city, town or county shall not  
45 exceed ten per cent of the full monthly distribution to that entity. The  
46 reduction shall begin for the first calendar month after the final

1 disposition of the case and shall continue until the total amount, including  
2 interest and costs, has been recovered.

3 H. On receiving a certificate of default from the greater Arizona  
4 development authority pursuant to section 41-2257 or 41-2258 and to the  
5 extent not otherwise expressly prohibited by law, the state treasurer shall  
6 withhold from the next succeeding distribution of monies pursuant to this  
7 section due to the defaulting political subdivision the amount specified in  
8 the certificate of default and immediately deposit the amount withheld in the  
9 greater Arizona development authority revolving fund. The state treasurer  
10 shall continue to withhold and deposit the monies until the greater Arizona  
11 development authority certifies to the state treasurer that the default has  
12 been cured. In no event may the state treasurer withhold any amount that the  
13 defaulting political subdivision certifies to the state treasurer and the  
14 authority as being necessary to make any required deposits then due for the  
15 payment of principal and interest on bonds of the political subdivision that  
16 were issued before the date of the loan repayment agreement or bonds and that  
17 have been secured by a pledge of distributions made pursuant to this section.

18 I. Except as provided by sections 42-5033 and 42-5033.01, the  
19 population of a county, city or town as determined by the most recent United  
20 States decennial census plus any revisions to the decennial census certified  
21 by the United States bureau of the census shall be used as the basis for  
22 apportioning monies pursuant to subsection D of this section.

23 J. Except as otherwise provided by this subsection, on notice from the  
24 department of revenue pursuant to section 42-6010, subsection B, the state  
25 treasurer shall withhold from the distribution of monies pursuant to this  
26 section to the affected city or town the amount of the penalty for business  
27 location municipal tax incentives provided by the city or town to a business  
28 entity that locates a retail business facility in the city or town. The  
29 state treasurer shall continue to withhold monies pursuant to this subsection  
30 until the entire amount of the penalty has been withheld. The state  
31 treasurer shall credit any monies withheld pursuant to this subsection to the  
32 state general fund as provided by subsection D, paragraph 4 of this section.  
33 The state treasurer shall not withhold any amount that the city or town  
34 certifies to the department of revenue and the state treasurer as being  
35 necessary to make any required deposits or payments for debt service on bonds  
36 or other long-term obligations of the city or town that were issued or  
37 incurred before the location incentives provided by the city or town.

38 K. On notice from the auditor general pursuant to section 9-626,  
39 subsection D, the state treasurer shall withhold from the distribution of  
40 monies pursuant to this section to the affected city the amount computed  
41 pursuant to section 9-626, subsection D. The state treasurer shall continue  
42 to withhold monies pursuant to this subsection until the entire amount  
43 specified in the notice has been withheld. The state treasurer shall credit  
44 any monies withheld pursuant to this subsection to the state general fund as  
45 provided by subsection D, paragraph 4 of this section.

46 L. EXCEPT AS OTHERWISE PROVIDED BY THIS SUBSECTION, ON NOTICE FROM THE  
47 ATTORNEY GENERAL PURSUANT TO SECTION 41-194.01, SUBSECTION B, PARAGRAPH 1

1 THAT AN ORDINANCE, REGULATION, ORDER OR OTHER OFFICIAL ACTION ADOPTED OR  
2 TAKEN BY THE GOVERNING BODY OF A COUNTY, CITY OR TOWN VIOLATES STATE LAW OR  
3 THE CONSTITUTION OF ARIZONA, THE STATE TREASURER SHALL WITHHOLD THE  
4 DISTRIBUTION OF MONIES PURSUANT TO THIS SECTION TO THE AFFECTED COUNTY, CITY  
5 OR TOWN AND SHALL CONTINUE TO WITHHOLD MONIES PURSUANT TO THIS SUBSECTION  
6 UNTIL THE ATTORNEY GENERAL CERTIFIES TO THE STATE TREASURER THAT THE  
7 VIOLATION HAS BEEN RESOLVED. THE STATE TREASURER SHALL REDISTRIBUTE THE  
8 MONIES WITHHELD PURSUANT TO THIS SUBSECTION AMONG ALL OTHER COUNTIES, CITIES  
9 AND TOWNS IN PROPORTION TO THEIR POPULATION AS PROVIDED BY SUBSECTION D OF  
10 THIS SECTION. THE STATE TREASURER SHALL NOT WITHHOLD ANY AMOUNT THAT THE  
11 COUNTY, CITY OR TOWN CERTIFIES TO THE ATTORNEY GENERAL AND THE STATE  
12 TREASURER AS BEING NECESSARY TO MAKE ANY REQUIRED DEPOSITS OR PAYMENTS FOR  
13 DEBT SERVICE ON BONDS OR OTHER LONG-TERM OBLIGATIONS OF THE COUNTY, CITY OR  
14 TOWN THAT WERE ISSUED OR INCURRED BEFORE COMMITTING THE VIOLATION.

15 ~~+~~ M. For the purposes of this section, "community college district"  
16 means a community college district that is established pursuant to sections  
17 15-1402 and 15-1403 and that is a political subdivision of this state and,  
18 unless otherwise specified, includes a community college tuition financing  
19 district established pursuant to section 15-1409.

20 Sec. 3. Section 43-206, Arizona Revised Statutes, is amended to read:

21 43-206. Urban revenue sharing fund; allocation; distribution;  
22 withholding

23 A. ~~There is established an~~ THE urban revenue sharing fund IS  
24 ESTABLISHED. The fund shall consist of an amount equal to fifteen ~~per-cent~~  
25 PERCENT of the net proceeds of the state income taxes for the fiscal year two  
26 years preceding the current fiscal year. The fund shall be distributed to  
27 incorporated cities and towns as provided in this section, except that a city  
28 or town shall receive at least an amount equal to what a city or town with a  
29 population of fifteen hundred or more persons would receive. The transfer of  
30 net proceeds prescribed by section 49-282, subsection B does not affect the  
31 calculation of net proceeds prescribed by this subsection.

32 B. Each city or town shall share in the urban revenue sharing fund in  
33 the proportion that the population of each bears to the population of all.  
34 Except as provided by sections 42-5033 and 42-5033.01, the population of a  
35 city or town as determined by the most recent United States decennial census  
36 plus any revisions to the decennial census certified by the United States  
37 bureau of the census shall be used as the basis for apportioning monies  
38 pursuant to this subsection.

39 C. The treasurer, ~~upon~~ ON instruction from the department, shall  
40 transmit, no later than the tenth day of each month, to each city or town an  
41 amount equal to one-twelfth of that city's or town's total entitlement for  
42 the current fiscal year from the urban revenue sharing fund as determined by  
43 the department.

44 D. A newly incorporated city or town shall share in the urban revenue  
45 sharing fund beginning the first month of the first full fiscal year  
46 following incorporation.

1 E. On receipt of a certificate of default from the greater Arizona  
2 development authority pursuant to section 41-2257 or 41-2258, the state  
3 treasurer, to the extent not otherwise expressly prohibited by law, shall  
4 withhold from the next succeeding distribution of monies pursuant to this  
5 section due to the city or town the amount specified in the certificate of  
6 default and immediately deposit the amount withheld in the greater Arizona  
7 development authority revolving fund. The state treasurer shall continue to  
8 withhold and deposit the monies until the authority certifies to the state  
9 treasurer that the default has been cured. In no event shall the state  
10 treasurer withhold any amount that is necessary, as certified by the  
11 defaulting political subdivision to the state treasurer and the authority, to  
12 make any required deposits then due for the payment of principal and interest  
13 on bonds of the political subdivision that were issued prior to the date of  
14 the loan repayment agreement or bonds and that have been secured by a pledge  
15 of distributions made pursuant to this section.

16 F. EXCEPT AS OTHERWISE PROVIDED BY THIS SUBSECTION, ON NOTICE FROM THE  
17 ATTORNEY GENERAL PURSUANT TO SECTION 41-194.01, SUBSECTION B, PARAGRAPH 1  
18 THAT AN ORDINANCE, REGULATION, ORDER OR OTHER OFFICIAL ACTION ADOPTED OR  
19 TAKEN BY THE GOVERNING BODY OF A CITY OR TOWN VIOLATES STATE LAW OR THE  
20 CONSTITUTION OF ARIZONA, THE STATE TREASURER SHALL WITHHOLD THE DISTRIBUTION  
21 OF MONIES PURSUANT TO THIS SECTION TO THE AFFECTED CITY OR TOWN AND SHALL  
22 CONTINUE TO WITHHOLD MONIES PURSUANT TO THIS SUBSECTION UNTIL THE ATTORNEY  
23 GENERAL CERTIFIES TO THE STATE TREASURER THAT THE VIOLATION HAS BEEN  
24 RESOLVED. THE STATE TREASURER SHALL REDISTRIBUTE THE MONIES WITHHELD  
25 PURSUANT TO THIS SUBSECTION AMONG ALL OTHER CITIES AND TOWNS IN PROPORTION TO  
26 THEIR POPULATION AS PROVIDED BY SUBSECTION B OF THIS SECTION. THE STATE  
27 TREASURER SHALL NOT WITHHOLD ANY AMOUNT THAT THE CITY OR TOWN CERTIFIES TO  
28 THE ATTORNEY GENERAL AND THE STATE TREASURER AS BEING NECESSARY TO MAKE ANY  
29 REQUIRED DEPOSITS OR PAYMENTS FOR DEBT SERVICE ON BONDS OR OTHER LONG-TERM  
30 OBLIGATIONS OF THE CITY OR TOWN THAT WERE ISSUED OR INCURRED BEFORE  
31 COMMITTING THE VIOLATION.

APPROVED BY THE GOVERNOR MARCH 17, 2016.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 18, 2016.