

## 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, SEPTEMBER 20, 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

#### STAFF

Richard J. Marsh Jr., City Manager

Ashlee Coronado, City Clerk

Keri Bagley, Interim Finance Director

Andy Haratyk, Public Works Director

Albert Echave, Police Chief

Marc Burneleit, Fire Chief

#### CITY ATTORNEY

Elda Orduno

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

CALL TO THE PUBLIC

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

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.
2. Approval of the Consent Agenda
  - A. Approval of the Minutes of the Regular Session of Mayor and Council held on September 6, 2016 at 7:00PM.

Ashlee Coronado, City Clerk

- B. Approval of the Appointment of Todd Conklin to the Evergreen Cemetery Committee.  
Ashlee Coronado, City Clerk
  
- C. Approval of the Resignation of Snooky Borowiec from the Evergreen Cemetery Committee.  
Ashlee Coronado, City Clerk
  
- D. Approval of a Park, Facility, and Right-of-Way Use Permit for the Use of City Park to Host for the Second Time the Sabado Cultural Festival on Saturday, October 1, 2016 from 5:00PM to 9:00PM.  
Ashlee Coronado, City Clerk
  
- E. Approval of a Special Event Liquor License Application Submitted by the Central School Project for an Event to be held at 43 Howell Avenue, Bisbee, AZ on Friday, October 14, 2016 and Saturday, October 15, 2016 from 7:00PM to 10:00PM; Laurie M. Mckenna, Applicant.  
Ashlee Coronado, City Clerk
  
- F. Approval of a Fair/Festival Liquor License Application Submitted by Sonoita Vineyards LTD for an Event to be held at City Park on Saturday, October 8, 2016 from 4:00PM to 7:00PM, Lori Marie Reynolds, Applicant  
Ashlee Coronado, City Clerk

**OLD BUSINESS**

**NEW BUSINESS**

- 3. Discussion and Possible Approval of a Memorandum of Understanding Related to Medical Transport Services between Copper Queen Community Hospital, Arizona Ambulance and The City of Bisbee.  
Richard Marsh, City Manager  
Marc Burneleit, Fire Chief
  
- 4. Discussion and Possible Approval of a Base Hospital Agreement between Tucson Medical Center and Bisbee Fire Department.  
Marc Burneleit, Fire Chief
  
- 5. City Manager's Report:
  - Chat with the City Manager
  - Recognition of Clerk Employee
  - Other current events (No Discussion)

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

- Councilmember Hansen would like to recognize a Public Works Employee and a Clerk Employee.

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>916</b>					
<b>GENERAL FUND</b>					
<b>10-2020801 PUBLIC SAFETY RETIRE PAYABLE</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0910161	Retirement Police Pay Period: 9/10/2016	09/14/2016	2,796.22
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0910161	Retirement Fire Pay Period: 9/10/2016	09/14/2016	30,457.25
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0910161	Retirement Fire Pay Period: 9/10/2016	09/14/2016	4,254.53
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0910161	Retirement Police Pay Period: 9/10/2016	09/14/2016	21,880.26
Total 10-2020801 PUBLIC SAFETY RETIRE PAYABLE:					59,388.26
<b>10-2020802 DEFERRED COMPENSATION PAYABLE</b>					
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0910161	Deferred Comp Buy Up Pay Period: 9/10/2016	09/14/2016	1,204.50
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0910161	Deferred Comp Core Pay Period: 9/10/2016	09/14/2016	670.00
Total 10-2020802 DEFERRED COMPENSATION PAYABLE:					1,874.50
<b>10-2020804 P.S.R.P.S. - ALT CONTR PAYABLE</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0910161	PSPRS-Alternate Contribution Pay Period: 9/10/2016	09/14/2016	235.11
Total 10-2020804 P.S.R.P.S. - ALT CONTR PAYABLE:					235.11
<b>10-2020818 UNION DUES PAYABLE</b>					
GENERAL FUND	AZ COPS	PR0910161	Union Dues Pol/Fire Pay Period: 9/10/2016	09/14/2016	135.00
GENERAL FUND	BISBEE FIREFIGHTERS LOCAL	PR0910161	Union Dues-Fire Pay Period: 9/10/2016	09/14/2016	405.00
Total 10-2020818 UNION DUES PAYABLE:					540.00
<b>10-2021006 PREPAID LEGAL SVCS PAYABLE</b>					
GENERAL FUND	LEGAL SHIELD	16-0913	Pre-Paid Legal Services PPE09/13/16	09/13/2016	154.45
Total 10-2021006 PREPAID LEGAL SVCS PAYABLE:					154.45
<b>10-2024000 PAYROLL GARNISHMENTS PAYABLE</b>					
GENERAL FUND	MIDLAND FUNDING, LLC	16-0910	WAGE GARNISHMENT	09/13/2016	16.52
GENERAL FUND	SUPPORT PAYMENT CLEARIN	PR0910161	Support Clearing-Child Support Pay Period: 9/10/2016	09/14/2016	1,865.73
Total 10-2024000 PAYROLL GARNISHMENTS PAYABLE:					1,882.25
<b>10-32-10401 CODE VIOLATION FINES</b>					
GENERAL FUND	MR STEVE SLOBODA	5.260888	REFUND/FEE FOR CODE VIOLATION	09/01/2016	75.00
Total 10-32-10401 CODE VIOLATION FINES:					75.00
<b>10-34-40066 AMBULANCE FEES</b>					
GENERAL FUND	CHARLES HSIUNG	BF152343	AMBULANCE OVERPAYMENT	09/13/2016	252.12
GENERAL FUND	FREDRICK HALLSTED	BF161160	AMBULANCE OVERPAYMENT	09/13/2016	264.56
Total 10-34-40066 AMBULANCE FEES:					516.68
<b>10-36-50000 UNASSIGNED REVENUES</b>					
GENERAL FUND	MILE HIGH ENTERPRISES LLC	16-0831	DEMOLISHED HOUSE	08/31/2016	4,975.00
Total 10-36-50000 UNASSIGNED REVENUES:					4,975.00

CITY MANAGER

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-51-13100 BUSINESS TRAVEL</b>					
GENERAL FUND	EAN SERVICES, LLC	4MMKHP	RENTAL CAR	06/13/2016	-194.11
Total 10-51-13100 BUSINESS TRAVEL:					194.11
<b>10-51-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	860170948001	OFFICE SUPPLIES	08/26/2016	5.30
Total 10-51-41500 OFFICE SUPPLIES:					5.30
<b>FINANCE DEPARTMENT</b>					
<b>10-52-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	859699357001	ENVELOPES	08/24/2016	34.51
GENERAL FUND	OFFICE DEPOT	859699590001	GLUE STICKS	08/24/2016	8.34
GENERAL FUND	OFFICE DEPOT	859699591001	MOUSE	08/25/2016	15.46
Total 10-52-41500 OFFICE SUPPLIES:					58.31
<b>CITY CLERK</b>					
<b>10-53-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	859437889001	OFFICE SUPPLIES	08/23/2016	83.62
Total 10-53-41500 OFFICE SUPPLIES:					83.62
<b>COMMUNITY DEVELOPMENT</b>					
<b>10-54-22550 SEWER &amp; GARBAGE - SHELTER</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/ANIMAL SHELTER	09/06/2016	49.31
Total 10-54-22550 SEWER & GARBAGE - SHELTER:					49.31
<b>10-54-24000 TELEPHONE &amp; FAX - SHELTER</b>					
GENERAL FUND	CENTURY LINK QCC	1385719511	LONG DISTANCE ALL DEPTS	09/06/2016	80.71
Total 10-54-24000 TELEPHONE & FAX - SHELTER:					80.71
<b>10-54-34000 CONTRACT SERVICES</b>					
GENERAL FUND	XEROX CORPORATION	86040397	BASE CHARGE/CD	09/01/2016	187.46
Total 10-54-34000 CONTRACT SERVICES:					187.46
<b>10-54-46541 CC TOURISM &amp; ECONOMIC DEV</b>					
GENERAL FUND	COCHISE COLLEGE SM BUS D	201698-01	2016 BISBEE ECONOMIC LUNCHEON	09/08/2016	1,000.00
Total 10-54-46541 CC TOURISM & ECONOMIC DEV:					1,000.00
<b>10-54-46542 ANIMAL SHELTER EXPENSES</b>					
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24750	VETERINARY SERVICES	07/21/2016	361.67
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/GRIMM	09/01/2016	89.90
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/REVA	09/01/2016	89.90
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/LILO	09/01/2016	30.00
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/JAMESON	09/01/2016	91.34
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/ASTOR	09/01/2016	281.30
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/SOPHIE	09/01/2016	89.90
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/LUNA	09/01/2016	30.00
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/HARLEY	09/01/2016	136.40
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/ABADON	09/01/2016	147.30
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/SLADE	09/01/2016	89.90

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/BUDDY	09/01/2016	30.00
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/JACK	09/01/2016	119.90
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/SAGE	09/01/2016	368.54
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/PRINCE	09/01/2016	224.90
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/NAOMI	09/01/2016	468.69
GENERAL FUND	COCHISE ANIMAL HOSPITAL	24831	VETERINARY SERVICES/DAISY	09/01/2016	89.90
GENERAL FUND	CORONADO VETERINARY HOS	306591	VETERINARY SERVICES/SHARKY	09/07/2016	17.78
GENERAL FUND	GEIGER MOBILE VETERINARY	16-0901	VETERINARY SERVICES/OREO	09/01/2016	15.00
GENERAL FUND	GEIGER MOBILE VETERINARY	16-0901	VETERINARY SERVICES/BOOTS	09/01/2016	50.00
GENERAL FUND	GEIGER MOBILE VETERINARY	16-0901	VETERINARY SERVICES/BONNIE	09/01/2016	15.00
GENERAL FUND	GEIGER MOBILE VETERINARY	16-0901-1	VETERINARY SERVICES/JACK	09/01/2016	150.00
GENERAL FUND	KEVIN REED	16-0824	PEST CONTROL SERVICES	08/24/2016	40.00
Total 10-54-46542 ANIMAL SHELTER EXPENSES:					3,027.32
<b>ADMINISTRATION &amp; GENERAL GOV'T</b>					
<b>10-55-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/CITY HALL	09/06/2016	379.37
Total 10-55-22550 SEWER AND GARBAGE SERV.:					379.37
<b>10-55-34000 CONTRACT SERVICES</b>					
GENERAL FUND	XEROX CORPORATION	86040391	AUGUST COPY CHARGES	09/01/2016	653.08
Total 10-55-34000 CONTRACT SERVICES:					653.08
<b>10-55-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	859437889001	OFFICE SUPPLIES	08/23/2016	7.20
Total 10-55-41500 OFFICE SUPPLIES:					7.20
<b>10-55-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	DISTINGUISHED PRODUCTS	16175	FLAGS	08/25/2016	424.00
Total 10-55-46000 OPERATIONAL EXPENSES:					424.00
<b>PERSONNEL</b>					
<b>10-56-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	857908359001	OFFICE SUPPLIES	08/17/2016	8.75
GENERAL FUND	OFFICE DEPOT	860171017001	OFFICE SUPPLIES	08/26/2016	27.94
GENERAL FUND	OFFICE DEPOT	861172853001	OFFICE SUPPLIES	08/31/2016	65.80
Total 10-56-41500 OFFICE SUPPLIES:					102.49
<b>INFORMATION SYSTEMS</b>					
<b>10-59-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	TRACHTMAN, SEAN	16-0907	IT SUPPORT	09/07/2016	750.00
GENERAL FUND	TRACHTMAN, SEAN	16-0914	IT SUPPORT	09/14/2016	1,050.00
Total 10-59-31000 PROFESSIONAL FEES:					1,800.00
<b>POLICE DEPARTMENT</b>					
<b>10-62-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	IN THE LINE OF DUTY	C04243	TRAINING VIDEO	06/22/2016	200.00
Total 10-62-13400 EDUCATION & TRAINING:					200.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-62-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/POLICE	09/06/2016	139.27
Total 10-62-22550 SEWER AND GARBAGE SERV.:					139.27
<b>10-62-34000 CONTRACT SERVICES</b>					
GENERAL FUND	KEVIN REED	CP-824	PEST CONTROL SERVICES/BPD	08/24/2016	40.00
GENERAL FUND	RICOH BUSINESS SYSTEMS	5044359829	COPIER MAINT. AGREEMENT	09/06/2016	50.26
Total 10-62-34000 CONTRACT SERVICES:					90.26
<b>10-62-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D01428201609	DOC LABOR CREW/BPD	09/06/2016	32.00
Total 10-62-34100 DOC WORKERS:					32.00
<b>10-62-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	WIST OFFICE PRODUCTS	1486105CR	CREDIT	07/20/2016	17.95-
GENERAL FUND	WIST OFFICE PRODUCTS	1508411	OFFICE SUPPLIES	08/31/2016	218.52
Total 10-62-41500 OFFICE SUPPLIES:					200.57
<b>10-62-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	MCN	N106603	EVALUATION	09/09/2016	2,800.00
Total 10-62-46000 OPERATIONAL EXPENSES:					2,800.00
<b>10-62-46624 MOVING, TOWING, STORAGE EXP</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	15250	OXYGEN & TANK RENTAL	08/01/2016	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	15256	TOWING SVC/BPD	08/06/2016	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	15258	TOWING SVC/BPD	08/08/2016	95.00
Total 10-62-46624 MOVING, TOWING, STORAGE EXP:					285.00
<b>10-62-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	ACE HARDWARE	18801	SUPPLIES	08/31/2016	19.45
GENERAL FUND	B&D LUMBER & HARDWARE	146980	SUPPLIES	09/06/2016	13.14
Total 10-62-50100 BLDG REPAIR & MAINT:					32.59
<b>10-62-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	THE REINALT-THOMAS CORPO	1537275	TIRES /BPD	09/06/2016	597.12
GENERAL FUND	WILLCOX AUTO PARTS INC.	119516	AUTO PARTS	08/26/2016	42.73
GENERAL FUND	WILLCOX AUTO PARTS INC.	119714	AUTO PARTS	08/29/2016	17.38
GENERAL FUND	WILLCOX AUTO PARTS INC.	119733	AUTO PARTS	08/29/2016	114.88
Total 10-62-61000 VEHICLE PARTS & LABOR:					772.11
<b>FIRE DEPARTMENT</b>					
<b>10-64-11400 A.P.S.P.R.S.</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	16-0914	Fire Ins Premium Tax Cr	09/14/2016	496.93-
Total 10-64-11400 A.P.S.P.R.S.:					496.93-
<b>10-64-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BARNES AND NOBLE COLLG B	54607	BOOKS FOR TRAINING	09/01/2016	1,691.60
GENERAL FUND	COCHISE COLLEGE	23746	TUITION FEES	09/06/2016	1,098.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	COCHISE COLLEGE	23748	TUITION FEES	09/06/2016	4,522.00
Total 10-64-13400 EDUCATION & TRAINING:					7,311.60
<b>10-64-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/FIRE STATION #1	09/06/2016	103.10
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/FIRE STATION #2	09/06/2016	103.10
Total 10-64-22550 SEWER AND GARBAGE SERV.:					206.20
<b>10-64-24001 INTERNET ACCESS FEES</b>					
GENERAL FUND	CABLE ONE	16-0917/FS1	INTERNET SRVC/FS1	09/12/2016	59.50
Total 10-64-24001 INTERNET ACCESS FEES:					59.50
<b>10-64-34000 CONTRACT SERVICES</b>					
GENERAL FUND	ENTECH	PM-1580	HEART MONITOR MAINT AGRMNT/BFD	12/27/2015	1,170.00
GENERAL FUND	ENTECH	PM-377	HEART MONITOR MAINT AGRMNT/BFD	06/23/2014	1,170.00
GENERAL FUND	MMPC	PN-08-31-16-7	PEST CONTROL/FIRE STATIONS	08/31/2016	60.00
GENERAL FUND	XEROX CORPORATION	86040398	BASE CHARGE/FD	09/01/2016	180.85
Total 10-64-34000 CONTRACT SERVICES:					2,580.85
<b>10-64-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	18828	PHONE	09/03/2016	17.53
GENERAL FUND	NOBLE INDUSTRIAL SUPPLY C	SI-115234	TANK SAVER COMBO	09/08/2016	809.63
GENERAL FUND	NOBLE INDUSTRIAL SUPPLY C	SP-115233	TANK SAVER COMBO	09/08/2016	809.66
Total 10-64-46000 OPERATIONAL EXPENSES:					1,636.82
<b>10-64-46641 MEDICAL SUPPLIES</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	1615	OXYGEN & TANK RENTAL	08/31/2016	186.43
GENERAL FUND	BOUND TREE MEDICAL, LLC	82257458	MEDICAL SUPPLIES/BFD	09/01/2016	656.26
GENERAL FUND	BOUND TREE MEDICAL, LLC	82263045	MEDICAL SUPPLIES/BFD	09/08/2016	273.02
Total 10-64-46641 MEDICAL SUPPLIES:					1,115.71
<b>10-64-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
GENERAL FUND	FDC RESCUE PRODUCTS	6439	REPAIR TO SCBA	09/02/2016	517.54
Total 10-64-55000 EQUIPMENT REPAIR & MAINT:					517.54
<b>10-64-55200 NON CAP EQUIP PURCHASES</b>					
GENERAL FUND	EMBLEM ENTERPRISES, INC.	11607	PATCHES	09/06/2016	173.70
Total 10-64-55200 NON CAP EQUIP PURCHASES:					173.70
<b>10-64-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	381828	TOWING SVC/BFD	09/05/2016	393.75
GENERAL FUND	CITY OF SIERRA VISTA	1457	FLEET MAINTENANCE	09/08/2016	1,826.28
GENERAL FUND	CITY OF SIERRA VISTA	1460	FLEET MAINTENANCE	09/08/2016	3,180.62
GENERAL FUND	W R RYAN - FIRESTONE	T06348	FRONT END ALIGNMENT	08/03/2016	109.95
GENERAL FUND	W R RYAN - FIRESTONE	T06455	TIRE REPLACEMENT	08/17/2016	196.96
GENERAL FUND	WILLCOX AUTO PARTS INC.	113501	AUTO PARTS	06/21/2016	152.29
GENERAL FUND	WILLCOX AUTO PARTS INC.	115795	AUTO PARTS	07/15/2016	62.77
GENERAL FUND	WILLCOX AUTO PARTS INC.	117135	AUTO PARTS	08/01/2016	148.48
GENERAL FUND	WILLCOX AUTO PARTS INC.	117324	AUTO PARTS	08/03/2016	469.29

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	WILLCOX AUTO PARTS INC.	117442	CREDIT	08/04/2016	182.70-
GENERAL FUND	WILLCOX AUTO PARTS INC.	117502	AUTO PARTS	08/04/2016	5.15
GENERAL FUND	WILLCOX AUTO PARTS INC.	118121	AUTO PARTS	08/10/2016	26.02
GENERAL FUND	WILLCOX AUTO PARTS INC.	118713	AUTO PARTS	08/17/2016	45.09
GENERAL FUND	WILLCOX AUTO PARTS INC.	118779	AUTO PARTS	08/18/2016	62.15
GENERAL FUND	WILLCOX AUTO PARTS INC.	118780	AUTO PARTS	08/18/2016	85.05
GENERAL FUND	WILLCOX AUTO PARTS INC.	118800	AUTO PARTS	08/18/2016	39.15
GENERAL FUND	WILLCOX AUTO PARTS INC.	118972	AUTO PARTS	08/19/2016	111.24
GENERAL FUND	WILLCOX AUTO PARTS INC.	119027	AUTO PARTS	08/20/2016	16.42
GENERAL FUND	WILLCOX AUTO PARTS INC.	119028	AUTO PARTS	08/20/2016	27.39
GENERAL FUND	WILLCOX AUTO PARTS INC.	119038	AUTO PARTS	08/20/2016	5.39
GENERAL FUND	WILLCOX AUTO PARTS INC.	119377	AUTO PARTS	08/24/2016	1.76
GENERAL FUND	WILLCOX AUTO PARTS INC.	119731	AUTO PARTS	08/29/2016	23.41
GENERAL FUND	WILLCOX AUTO PARTS INC.	119903	AUTO PARTS	08/31/2016	81.52
GENERAL FUND	WILLCOX AUTO PARTS INC.	119924	AUTO PARTS	08/31/2016	32.87
Total 10-64-61000 VEHICLE PARTS & LABOR:					6,920.30
<b>10-64-62003 GASOLINE</b>					
GENERAL FUND	SHELL FLEET PLUS	813980106560	FUEL /BFD	09/01/2016	22.78
Total 10-64-62003 GASOLINE:					22.78
<b>CEMETERY</b>					
<b>10-70-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/CEMETARY	09/06/2016	49.31
Total 10-70-22550 SEWER AND GARBAGE SERV.:					49.31
<b>BUILDING &amp; MAINTENANCE</b>					
<b>10-74-34000 CONTRACT SERVICES</b>					
GENERAL FUND	KEVIN REED	16-0824BM	PEST CONTROL SERVICES/SO	08/24/2016	35.00
Total 10-74-34000 CONTRACT SERVICES:					35.00
<b>10-74-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON Cmplx-DOU	D04134201609	DOC LABOR CREW/BM	09/06/2016	99.00
GENERAL FUND	AZ STATE PRISON Cmplx-DOU	D08026201609	DOC LABOR CREW/PW	09/06/2016	16.00
GENERAL FUND	AZ STATE PRISON Cmplx-DOU	D08115201609	DOC LABOR CREW/PW	09/06/2016	96.00
Total 10-74-34100 DOC WORKERS:					211.00
<b>10-74-45300 CUSTODIAL SUPPLIES</b>					
GENERAL FUND	WAXIE SANITARY SUPPLY	76192516	B/M JANITORIAL SUPPLIES	08/31/2016	597.48
GENERAL FUND	WAXIE SANITARY SUPPLY	76193644	B/M JANITORIAL SUPPLIES	08/31/2016	99.60
GENERAL FUND	WAXIE SANITARY SUPPLY	76208017	B/M JANITORIAL SUPPLIES	09/08/2016	1,645.05
GENERAL FUND	WAXIE SANITARY SUPPLY	76208020	B/M JANITORIAL SUPPLIES	09/08/2016	597.48
Total 10-74-45300 CUSTODIAL SUPPLIES:					2,939.61
<b>PUBLIC WORKS ADMINISTRATION</b>					
<b>10-75-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/PUBLIC WORKS	09/06/2016	82.79
Total 10-75-22550 SEWER AND GARBAGE SERV.:					82.79

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-75-34000 CONTRACT SERVICES</b>					
GENERAL FUND	XEROX CORPORATION	86040395	BASE CHARGE/PW	09/01/2016	347.54
Total 10-75-34000 CONTRACT SERVICES:					347.54
<b>10-75-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	856891046001	OFFICE SUPPLIES	08/12/2016	12.46
Total 10-75-41500 OFFICE SUPPLIES:					12.46
<b>GARAGE</b>					
<b>10-77-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/GARAGE	09/06/2016	85.48
Total 10-77-22550 SEWER AND GARBAGE SERV.:					85.48
<b>10-77-34000 CONTRACT SERVICES</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	1616	OXYGEN & TANK RENTAL	08/31/2016	37.70
GENERAL FUND	KEVIN REED	16-0824GAR	PEST CONTROL SERVICES/GAR	08/23/2016	50.00
Total 10-77-34000 CONTRACT SERVICES:					87.70
<b>10-77-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	VISTA GLASS, INC	88246	WINDOW REPLACEMENT	08/26/2016	305.91
GENERAL FUND	WILLCOX AUTO PARTS INC.	117127	AUTO PARTS	08/01/2016	94.15
GENERAL FUND	WILLCOX AUTO PARTS INC.	117383	AUTO PARTS	08/03/2016	74.33
GENERAL FUND	WILLCOX AUTO PARTS INC.	117394	AUTO PARTS	08/03/2016	9.36
GENERAL FUND	WILLCOX AUTO PARTS INC.	118104	AUTO PARTS	08/10/2016	8.00
GENERAL FUND	WILLCOX AUTO PARTS INC.	119124	AUTO PARTS	08/22/2016	13.13
GENERAL FUND	WILLCOX AUTO PARTS INC.	119517	AUTO PARTS	08/26/2016	54.16
GENERAL FUND	WILLCOX AUTO PARTS INC.	119696	AUTO PARTS	08/29/2016	2.76
GENERAL FUND	WILLCOX AUTO PARTS INC.	119897	AUTO PARTS	08/31/2016	10.95
Total 10-77-61000 VEHICLE PARTS & LABOR:					572.75
<b>10-77-62007 OTHER FLUIDS &amp; LUBRICANTS</b>					
GENERAL FUND	SENERGY PETROLEUM	295710	FLEET SUPREME	07/22/2016	1,099.20
Total 10-77-62007 OTHER FLUIDS & LUBRICANTS:					1,099.20
<b>BUILDING INSPECTOR</b>					
<b>10-79-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	18826	SCREWDRIVERS	09/02/2016	14.23
Total 10-79-46000 OPERATIONAL EXPENSES:					14.23
<b>PARKS</b>					
<b>10-80-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/GARFIELD PARK	09/06/2016	17.59
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/VISTA PARK	09/06/2016	49.31
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/POOL	09/06/2016	65.19
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/MAIN STREET PARK	09/06/2016	65.19
Total 10-80-22550 SEWER AND GARBAGE SERV.:					197.28
<b>10-80-34000 CONTRACT SERVICES</b>					
GENERAL FUND	LAL ENTERPRISES, INC	23672	PORTA POTS	05/30/2016	650.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	LAL ENTERPRISES, INC	23692	PORTA POTS	05/31/2016	126.00
GENERAL FUND	LAL ENTERPRISES, INC	23969	PORTA POTS	08/11/2016	126.00
Total 10-80-34000 CONTRACT SERVICES:					902.00
<b>10-80-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D04133201609	DOC LABOR CREW/PKS	09/06/2016	139.50
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D08110201608	DOC LABOR CREW/PKS	08/22/2016	152.00
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	D08111201609	DOC LABOR CREW/PKS	09/06/2016	156.00
Total 10-80-34100 DOC WORKERS:					447.50
<b>10-80-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	18774	SUPPLIES	08/29/2016	219.09
GENERAL FUND	ACE HARDWARE	18864	MOSQUITO BEATER	09/08/2016	70.10
GENERAL FUND	B&D LUMBER & HARDWARE	146769	BULB	08/26/2016	10.94
GENERAL FUND	B&D LUMBER & HARDWARE	146789	BRUSH	08/26/2016	8.53
GENERAL FUND	B&D LUMBER & HARDWARE	146799	ROLLER, FRAME	08/27/2016	16.08
GENERAL FUND	B&D LUMBER & HARDWARE	146844	AUTOCUT, KEY RING	08/30/2016	35.19
GENERAL FUND	B&D LUMBER & HARDWARE	146899	OIL	09/01/2016	35.05
GENERAL FUND	B&D LUMBER & HARDWARE	146914	DUCT TAPE	09/01/2016	11.98
GENERAL FUND	B&D LUMBER & HARDWARE	146939	AUTOCUT, SPOOL INSERT	09/02/2016	124.99
GENERAL FUND	B&D LUMBER & HARDWARE	147009	PAINT	09/07/2016	151.18
GENERAL FUND	RICHARD PENICK	16-0829	RESURFACING WALL	08/29/2016	1,012.50
GENERAL FUND	RICHARD PENICK	16-0909	RESURFACING WALL	09/09/2016	1,012.50
Total 10-80-46000 OPERATIONAL EXPENSES:					2,708.13
<b>SWIMMING POOL</b>					
<b>10-81-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	18809	CHLOR TABLETS	09/01/2016	213.69
GENERAL FUND	ACE HARDWARE	18837	CHLOR TABLETS/SHOCK	09/05/2016	239.98
GENERAL FUND	PATIO POOLS	409006-1	PROGUARD	08/26/2016	337.54
Total 10-81-46000 OPERATIONAL EXPENSES:					791.21
<b>LIBRARY</b>					
<b>10-83-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/LIBRARY	09/06/2016	103.10
Total 10-83-22550 SEWER AND GARBAGE SERV.:					103.10
<b>10-83-34000 CONTRACT SERVICES</b>					
GENERAL FUND	IRONHAWK ELEVATOR, LLC	20169201	MONTHLY MAINT/AUG 16	09/02/2016	110.00
Total 10-83-34000 CONTRACT SERVICES:					110.00
<b>SENIOR CITIZENS CENTER</b>					
<b>10-85-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/SENIOR CENTER	09/06/2016	65.19
Total 10-85-22550 SEWER AND GARBAGE SERV.:					65.19
<b>10-85-34000 CONTRACT SERVICES</b>					
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	2016-AUGUST	DOC LABOR CREW/MILEAGE	08/26/2016	62.21
GENERAL FUND	KEVIN REED	16-0824SC	PEST CONTROL SERVICES/SC	08/24/2016	50.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-85-34000 CONTRACT SERVICES:					112.21
<b>10-85-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	2016-AUGUST	DOC LABOR CREW/MILEAGE	08/26/2016	56.56
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	D04129201609	DOC LABOR CREW/SC	09/06/2016	92.00
Total 10-85-34100 DOC WORKERS:					148.56
<b>TRANSIENT ROOM TAX FUND EXPENDITURES</b>					
<b>20-40-11050 SALARIES - PART TIME</b>					
TRANSIENT ROOM TAX	BISBEE MINING & HISTORICAL	16-0901	SHARED EMPLOYEE	09/01/2016	293.89
Total 20-40-11050 SALARIES - PART TIME:					293.89
<b>20-40-13101 BUSINESS TRAVEL-OVERNIGHT DEST</b>					
TRANSIENT ROOM TAX	AZ OFFICE OF TOURISM	AOT17110	BOOTH FEE	09/06/2016	300.00
Total 20-40-13101 BUSINESS TRAVEL-OVERNIGHT DEST:					300.00
<b>20-40-24000 TELEPHONE &amp; FAX</b>					
TRANSIENT ROOM TAX	CENTURY LINK QCC	1384833300	LONG DISTANCE V.C. ANNEX	09/06/2016	7.56
Total 20-40-24000 TELEPHONE & FAX:					7.56
<b>20-40-42020 PRINTING &amp; REPRODUCTION</b>					
TRANSIENT ROOM TAX	BISBEE OFFICE SUPPLY	93161	EVENT FLYERS	09/02/2016	115.08
Total 20-40-42020 PRINTING & REPRODUCTION:					115.08
<b>20-40-42040 ADVERTISING</b>					
TRANSIENT ROOM TAX	BISBEE UNIFIED SCHOOL DIST	INV0004	AD IN 2016 SPORTS BOOKLET	08/30/2016	300.00
Total 20-40-42040 ADVERTISING:					300.00
<b>20-40-42041 ADVERTISING-OVERNIGHT DEST</b>					
TRANSIENT ROOM TAX	COPPER CITY INN	16-0828	1/2 PAGE TUCSON WEEKLY	08/28/2016	159.56
Total 20-40-42041 ADVERTISING-OVERNIGHT DEST:					159.56
<b>20-40-43500 POSTAGE</b>					
TRANSIENT ROOM TAX	FEDERAL EXPRESS CORPORA	AA66093581	FED EXPRS CHRGS/VC	08/15/2016	143.76
Total 20-40-43500 POSTAGE:					143.76
<b>STREETS FUND EXPENDITURES</b>					
<b>21-40-13400 EDUCATION &amp; TRAINING</b>					
STREETS	BORQUEZ, ADRIAN	16-0824	MEAL REIMBURSEMENT	08/24/2016	23.28
STREETS	GURNEY, MATTHEW	16-0824	MEAL REIMBURSEMENT	08/24/2016	30.46
Total 21-40-13400 EDUCATION & TRAINING:					53.74
<b>21-40-21000 ELECTRIC</b>					
STREETS	AZ PUBLIC SERVICE (2 of 3)	564251281-08-	Electric Service-AZ STREET LIGHTS	09/06/2016	4,987.20
STREETS	AZ PUBLIC SERVICE (3 of 3)	16-0901	LIGHT SHADE	09/01/2016	81.45

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 21-40-21000 ELECTRIC:					5,068.65
<b>21-40-46000 OPERATIONAL EXPENSES</b>					
STREETS	ACE HARDWARE	18812	NOZZLE	09/01/2016	17.53
STREETS	ACE HARDWARE	18843	SANDBAGS	09/06/2016	21.64
STREETS	ACE HARDWARE	18849	SANDBAGS	09/06/2016	36.06
STREETS	ACE HARDWARE	18858	SANDBAGS	09/07/2016	36.06
STREETS	B&D LUMBER & HARDWARE	146919	BOLTS, NUTS	09/01/2016	25.80
STREETS	B&D LUMBER & HARDWARE	146928	TAPE	09/02/2016	5.16
STREETS	SJP	16-0826	PROPANE	08/26/2016	59.41
Total 21-40-46000 OPERATIONAL EXPENSES:					201.66
<b>21-40-46210 STREET REPAIR MAT - SALES TAX</b>					
STREETS	CITY OF DOUGLAS	20160902359	ASPHALT	09/02/2016	368.97
STREETS	KE & G DEVELOPMENT	201	ASPHALT	09/06/2016	14,596.26
Total 21-40-46210 STREET REPAIR MAT - SALES TAX:					14,965.23
<b>21-40-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
STREETS	TITAN MACHINERY	8166753 GP	BACKHOE/GLASS	08/16/2016	1,093.84
Total 21-40-55000 EQUIPMENT REPAIR & MAINT:					1,093.84
<b>21-40-55010 EQUIPMENT RENTAL</b>					
STREETS	UNITED RENTALS (NORTH AME	138818733-00	SKID STEER LOADER	08/21/2016	2,159.41
Total 21-40-55010 EQUIPMENT RENTAL:					2,159.41
<b>21-40-61000 VEHICLE PARTS &amp; LABOR</b>					
STREETS	WILLCOX AUTO PARTS INC.	113081	PURPLE POWER	06/16/2016	6.99
STREETS	WILLCOX AUTO PARTS INC.	119211	AUTO PARTS	08/23/2016	36.10
STREETS	WILLCOX AUTO PARTS INC.	119431	AUTO PARTS	08/25/2016	6.58
Total 21-40-61000 VEHICLE PARTS & LABOR:					49.67
<b>21-40-62003 GASOLINE</b>					
STREETS	SENERGY PETROLEUM	304470	STREETS FUEL/UNLEADED	09/06/2016	3,213.00
Total 21-40-62003 GASOLINE:					3,213.00
<b>21-40-62004 DIESEL</b>					
STREETS	SENERGY PETROLEUM	304470	STREETS FUEL/DIESEL	09/06/2016	2,646.38
Total 21-40-62004 DIESEL:					2,646.38
<b>MISC. DONATIONS</b>					
<b>FUND EXPENDITURES</b>					
<b>48-40-22507 PARKS AND REC MISC DONATIONS</b>					
MISC. DONATIONS	ACE HARDWARE	18862	FLOWERS	09/08/2016	775.94
Total 48-40-22507 PARKS AND REC MISC DONATIONS:					775.94
<b>AIRPORT FUND</b>					
<b>FUND EXPENDITURES</b>					

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
50-40-21000 ELECTRIC AIRPORT FUND	AZ PUBLIC SERVICE (2 of 3)	468101283-09-	ELEC-AIRPORT	09/06/2016	290.81
Total 50-40-21000 ELECTRIC:					290.81
50-40-22000 WATER AIRPORT FUND	NACO WATER COMPANY LLC	090016500-09-	NACO WATER/AIRPORT	09/12/2016	64.72
Total 50-40-22000 WATER:					64.72
50-40-22550 SEWER AND GARBAGE SERV. AIRPORT FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/AIRPORT	09/06/2016	19.34
Total 50-40-22550 SEWER AND GARBAGE SERV.:					19.34
50-40-23000 GAS AIRPORT FUND	SOUTHWEST GAS CORPORATI	472016093602	GAS-AIRPORT RD	09/06/2016	43.80
Total 50-40-23000 GAS:					43.80
50-40-46000 OPERATIONAL EXPENSES AIRPORT FUND	ARIZONA DEPT OF WEIGHTS	278337	METER OR BLENDING VALVE	08/24/2016	15.00
Total 50-40-46000 OPERATIONAL EXPENSES:					15.00
<b>SEWER FUND</b>					
54-1019900 CLEARING ACCT--SEWER/TRASH A/R SEWER FUND	SUZETTE CASTILLO	16-0901	S & G OVERPAYMENT	09/01/2016	65.19
Total 54-1019900 CLEARING ACCT--SEWER/TRASH A/R:					65.19
<b>FUND EXPENDITURES</b>					
54-40-21000 ELECTRIC SEWER FUND	AZ PUBLIC SERVICE (2 of 3)	625035286-08-	ELEC-940 W. PURDY LN.	09/06/2016	3,505.11
Total 54-40-21000 ELECTRIC:					3,505.11
54-40-34000 CONTRACT SERVICES SEWER FUND	KEVIN REED	16-0824WW	PEST CONTROL SERVICES/WW	08/24/2016	60.00
SEWER FUND	UNIFIRST CORPORATION	3100799394	UNIFORMS/WW	08/31/2016	22.96
SEWER FUND	UNIFIRST CORPORATION	3100800433	UNIFORMS/WW	09/07/2016	22.96
Total 54-40-34000 CONTRACT SERVICES:					105.92
54-40-34100 DOC WORKERS SEWER FUND	AZ STATE PRISON CMLX-DOU	D04136201609	DOC LABOR CREW/WW	09/06/2016	27.00
Total 54-40-34100 DOC WORKERS:					27.00
54-40-43120 OTHER FEES SEWER FUND	AZ DEPT OF REVENUE	2016-0829	RELEASED OFFSET FEES	08/29/2016	9.00
Total 54-40-43120 OTHER FEES:					9.00
54-40-46000 OPERATIONAL EXPENSES SEWER FUND	ACE HARDWARE	18822	PAINT, SOLDER ROSIN	09/02/2016	81.06

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SEWER FUND	ACE HARDWARE	18851	BULBS, FUEL LINES	09/07/2016	24.08
SEWER FUND	B&D LUMBER & HARDWARE	146842	MEASURING TAPE	08/30/2016	98.89
SEWER FUND	B&D LUMBER & HARDWARE	146855	OIL, LOOP WHEEL MOWER	08/30/2016	514.07
SEWER FUND	B&D LUMBER & HARDWARE	146957	BULB, MOUSE TRAP	09/03/2016	59.27
SEWER FUND	FERGUSON WATERWORKS #3	279159	BACKFLOW	07/22/2016	495.73
Total 54-40-46000 OPERATIONAL EXPENSES:					1,273.10
<b>54-40-46543 MANHOLE, PIPE &amp; FITTINGS</b>					
SEWER FUND	FERGUSON WATERWORKS #3	276615	COUPLING	06/20/2016	80.21
SEWER FUND	FERGUSON WATERWORKS #3	276616	COUPLING	06/16/2016	1,327.38
Total 54-40-46543 MANHOLE, PIPE & FITTINGS:					1,407.59
<b>54-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SEWER FUND	WILLCOX AUTO PARTS INC.	117322	TARP	08/03/2016	153.05
SEWER FUND	WILLCOX AUTO PARTS INC.	117353	WIPER BLADES	08/03/2016	16.26
SEWER FUND	WILLCOX AUTO PARTS INC.	118520	AUTO PARTS	08/16/2016	26.36
SEWER FUND	WILLCOX AUTO PARTS INC.	118669	AUTO PARTS	08/17/2016	112.49
SEWER FUND	WILLCOX AUTO PARTS INC.	119422	AUTO PARTS	08/25/2016	76.51
Total 54-40-61000 VEHICLE PARTS & LABOR:					384.67
<b>SANITATION FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>56-40-34100 DOC WORKERS</b>					
SANITATION FUND	AZ STATE PRISON CMLPX-DOU	D04124201607	DOC LABOR CREW/SAN	07/26/2016	9.00
SANITATION FUND	AZ STATE PRISON CMLPX-DOU	D04126201609	DOC LABOR CREW/REC	09/06/2016	112.50
SANITATION FUND	AZ STATE PRISON CMLPX-DOU	D04135201609	DOC LABOR CREW/SAN	09/06/2016	81.00
Total 56-40-34100 DOC WORKERS:					202.50
<b>56-40-46000 OPERATIONAL EXPENSES</b>					
SANITATION FUND	ACE HARDWARE	18863	KNIFE, BLADE SET	09/08/2016	16.43
SANITATION FUND	B&D LUMBER & HARDWARE	146916	FIRE EXTINGUISHER	09/01/2016	19.50
SANITATION FUND	B&D LUMBER & HARDWARE	146917	PIPE	09/01/2016	952.86
SANITATION FUND	B&D LUMBER & HARDWARE	147027	RESPIRATOR	09/08/2016	44.85
Total 56-40-46000 OPERATIONAL EXPENSES:					1,033.64
<b>56-40-46561 COUNTY TIPPING FEE</b>					
SANITATION FUND	COCHISE COUNTY TREASURE	22484	HOUSEHOLD, YARD WASTE	08/31/2016	20,719.47
Total 56-40-46561 COUNTY TIPPING FEE:					20,719.47
<b>56-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SANITATION FUND	WILLCOX AUTO PARTS INC.	113198	AUTO PARTS	06/17/2016	272.90
SANITATION FUND	WILLCOX AUTO PARTS INC.	117232	NITRILE GLOVE	08/02/2016	66.82
SANITATION FUND	WILLCOX AUTO PARTS INC.	118668	AUTO PARTS	08/17/2016	6.02
SANITATION FUND	WILLCOX AUTO PARTS INC.	119142	AUTO PARTS	08/22/2016	26.19
SANITATION FUND	WILLCOX AUTO PARTS INC.	119210	AUTO PARTS	08/23/2016	22.92
SANITATION FUND	WILLCOX AUTO PARTS INC.	119754	AUTO PARTS	08/29/2016	40.83
Total 56-40-61000 VEHICLE PARTS & LABOR:					435.66
<b>QUEEN MINE FUND</b>					

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>FUND EXPENDITURES</b>					
<b>59-40-22550 SEWER AND GARBAGE SERV.</b>					
QUEEN MINE FUND	BISBEE PUBLIC WORKS	16-0906	UTILITIES/QUEEN MINE	09/06/2016	379.37
Total 59-40-22550 SEWER AND GARBAGE SERV.:					379.37
<b>59-40-34000 CONTRACT SERVICES</b>					
QUEEN MINE FUND	KEVIN REED	16-0825QM	PEST CONTROL SERVICES/QM	08/25/2016	50.00
Total 59-40-34000 CONTRACT SERVICES:					50.00
<b>59-40-34100 DOC WORKERS</b>					
QUEEN MINE FUND	AZ STATE PRISON CMLPX-DOU	D04124201608	DOC LABOR CREW/QM	08/22/2016	64.00
Total 59-40-34100 DOC WORKERS:					64.00
<b>59-40-46591 MERCHANDISE</b>					
QUEEN MINE FUND	PLANET COTTON	94400	SHOT GLASSES	08/10/2016	499.19
QUEEN MINE FUND	POLAR MAGNETICS INC.	62032	MAGNETS, SHOT GLASSES	09/02/2016	509.45
QUEEN MINE FUND	SMITH-SOUTHWESTERN INC.	760660-000	COPPER SPOONS	08/17/2016	293.88
QUEEN MINE FUND	TIPSY	224248	ADULT POLAR FLEECE	08/18/2016	743.69
Total 59-40-46591 MERCHANDISE:					2,046.21
<b>59-40-55100 REPAIR &amp; MAINT - OTHER</b>					
QUEEN MINE FUND	ACE HARDWARE	18660	VEG KILLER, IRON	08/16/2016	73.33
QUEEN MINE FUND	ACE HARDWARE	18679	BULBS, WIRE	08/17/2016	44.91
QUEEN MINE FUND	ACE HARDWARE	18693	BULBS	08/19/2016	16.43
QUEEN MINE FUND	ACE HARDWARE	18716	DISTILLED WATER	08/23/2016	26.26
QUEEN MINE FUND	ACE HARDWARE	18734	OIL	08/24/2016	14.77
QUEEN MINE FUND	ACE HARDWARE	18817	PAINT, WATER	09/01/2016	61.31
QUEEN MINE FUND	ACE HARDWARE	18823	BATTERIES	09/02/2016	1.10
Total 59-40-55100 REPAIR & MAINT - OTHER:					238.11
<b>BISBEE BUS FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>96-40-41607 CITY OPERATING EXPENSE</b>					
BISBEE BUS FUND	TRACHTMAN, SEAN	16-0907BUS	IT SUPPORT/BUS	09/07/2016	300.00
BISBEE BUS FUND	W R RYAN - FIRESTONE	T06363	TIRES	09/06/2016	726.14
BISBEE BUS FUND	W R RYAN - FIRESTONE	T06364	TIRE REPAIR	08/06/2016	24.58
Total 96-40-41607 CITY OPERATING EXPENSE:					1,050.72
Grand Totals:					178,393.97

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Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
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Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: September 20, 2016

Regular     Special

DATE ACTION SUBMITTED: September 7, 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 SEPTEMBER 6, 2016 AT 7:00PM**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approve Minutes

**PROPOSED MOTION:**            I move to approve the Minutes of the Regular Session of Mayor and Council held on September 6, 2016 at 7:00PM

**DISCUSSION:**

**FISCAL IMPACT:**            N/A

**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



## 2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on August 16, 2016 at 7:00PM.  
Ashlee Coronado, City Clerk
- B. Approval of the Minutes of the Regular Session of Mayor and Council held on August 17, 2016 at 5:30PM.  
Ashlee Coronado, City Clerk
- C. Approval of the Resignation of James Young from the Bisbee Arts Commission and the Civil Service Commission.  
Ashlee Coronado, City Clerk
- D. Approval of a Park, Facility, and Right-of-Way Use Permit for Bisbee High School for the Use of Cole Avenue, Bisbee Road, Douglas Street, Ruppe Avenue and Arizona Street for a Homecoming Parade on Friday, September 16, 2016 from 4:00PM to 6:00PM with Possible Waiver of Fees.  
Ashlee Coronado, City Clerk
- E. Approval of a Special Event Liquor License Application Submitted by the Bisbee Council on the Arts & Humanities (dba The Bisbee Mining & Historical Museum) for an Event to be held at the Star Chevrolet Building, 16 Erie Street, Bisbee AZ on Saturday, September 24, 2016 from 6:00PM to 9:30PM; David Smith, Applicant.  
Ashlee Coronado, City Clerk
- F. Approval of a Park, Facility, and Right-of-Way Use Permit for the AZ Hog Rally, Inc. for the Use of Erie Street in Lowell to Hold a Poker "Adventure" Run- Motorcycle-Poker Run on Friday, October 14, 2016 from 7:00AM to 5:00PM.  
Ashlee Coronado, City Clerk
- G. Approval of a Park, Facility, and Right-of-Way Use Permit for B.R.A.T.S. for the Use of Main Street to Hold an Art Car Parade on Saturday, October 22, 2016 from 11:30AM to 12:30PM.  
Ashlee Coronado, City Clerk
- H. 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 Friday, September 23, 2016 from 5:00PM to 11:00PM; Matthew Cook, Applicant.  
Ashlee Coronado, City Clerk
- I. 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 Friday, October 7, 2016 from 5:00PM to 11:00PM; Matthew Cook, Applicant.  
Ashlee Coronado, City Clerk
- 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 Friday, October 28, 2016 from 5:00PM to 11:00PM; Matthew Cook, Applicant.  
Ashlee Coronado, City Clerk

- K. Approval of a Special Event Liquor License Application Submitted by St. Patrick's Church for an Event to be held at 100 Quality Hill, Bisbee, AZ on Friday, October 7, 2016 from 11:00AM to 11:00pm and Saturday, October 8, 2016 from 10:00am to 11:00pm; Maria Pitzlin, Applicant.

Ashlee Coronado, City Clerk

- L. Approval of a Liquor License Application for Plaza Liquors Located at 9 Bisbee Road, Bisbee, Arizona; John Robert Harris, Applicant.

Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve the Consent Agenda items 2A-2L.

SECOND: Councilmember Hansen

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES -6; NAYS -0

#### OLD BUSINESS

#### NEW BUSINESS

3. Discussion and Possible Approval to Accept the Bid from Arizona Correctional Industries (ACI) to Produce and Install Five (5), Copper Colored Steel Mesh Bus Shelters in the Amount Not to Exceed \$23,032.15.

Shar Porier, Programs/ Grant Administrator

Ms. Porier stated that in 2014 that ADOT (Arizona Department of Transportation) granted the city \$24,000.00 to purchase and install the shelters, but the city had to come up with a match and until now the city wasn't able to meet. Thanks to SEAGO (Southeastern Arizona Government Organizations) we now have the funds. We can put five (5) shelters up and they will be larger than what you are used to seeing; they will actually be protective of people. She explained what the shelters would look like and where they would be put. She said that we will start putting them up this month.

Councilmember Cline thanked Ms. Porier for all her hard work regarding this and stated that this was wonderful.

Councilmember Hansen asked what the time frame was once this was approved. How long was it going to take them to do the five (5) would it be one at a time? Ms. Porier said that it wouldn't be one at a time and that the contractor wanted to come down and do all five and they would like to be done by the end of September.

Mayor Oertle extended his appreciation to Ms. Porier and those that worked with you on this.

MOTION: Councilmember Hansen moved to accept the bid from Arizona Correctional Industries (ACI) to produce and install five (5), copper colored steel mesh bus shelters in the amount not to exceed \$23,032.15.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

4. Discussion and Possible Approval to Enter into a Private / Public Partnership with the U of A College of Engineering to Design a Bisbee Assisted Lift Delivery System.

Andy Haratyk, Public Works Director

Mr. Haratyk said that he included in his request a memo (Exhibit A) that he read to council an explanation of how this came about. He was asking tonight that the city sponsor a program with the U of A College of Engineering. He stated that there was a fee of \$10,000.00 and that the money would come out of the sanitation fund. He also said that they recommend approval to enter into a Private/ Public Partnership with the U of A College of Engineering to Design a Bisbee assisted Lift Delivery System.

Most of the Businesses in the city are located along the floor of the valley; residents who live in homes built on the slopes of the surrounding hills have difficulty carrying household items up and down these stairs. The purpose of the project was to design a simple conveyor system on sample street to help residents to transport items such as trash, recyclables, groceries, firewood up and down the stairs.

The system would need to carry a minimum of 100 pounds. It must feature a container large enough to hold a minimum load (dimensions will be specified later) and the container must be able to travel along geared, belted, or chained powered system right next to the stair case. The system must have some type of a calling system as in an elevator for the user to summon the container to the top or the bottom of the staircase. The electrical system and the machinery must be easy to maintain. Also the system must be adaptable to fit staircases in different locations with certain standard features that can be easily approved by the City' building inspectors.

Councilmember Hansen thanked Mr. Haratyk for going through this. She stated that she had the privilege to sit in when the representative from the U of A came to us and she said that they are very excited about this it was a win-win situation. She asked if this was a one (1) year or a two (2) year project. Mr. Haratyk stated that there wasn't a two (2) year program there was only a one (1) year program. He stated that we as a city would own this project.

Councilmember Hansen said that it would help people stay in their home. Mr. Haratyk said that it was to help our seniors stay in place.

Councilmember Doughty asked Mr. Haratyk if they had identified Bisbee High School students to work with the U of A students. Mr. Haratyk said not yet and that he would be talking to the superintendent who would be assigning a couple of students; we needed to have everything approved first.

Councilmember Sullivan thanked Mr. Haratyk for going above and beyond his job description. She asked if the \$10,000.00 went towards the actually building of the first one. Mr. Haratyk said "No" it was for the design and we will build the first one out of materials from sanitation.

Councilmember Doughty asked how Mr. Haratyk was going to decide where this was going to go first. Mr. Haratyk stated that they were taking it to the spot where a citizen came to him and wanted it, but couldn't do it. The citizen has been given a sum of money from her church to help construct it and we will be asking that citizen to participate. It will be off of OK Street.

Councilmember Cline stated that this was exciting and interesting and thanked Mr. Haratyk for all his work on it.

Mr. Haratyk introduced the team that we will have from the U of A and they spoke a little about themselves.

Mayor Oertle thanked Mr. Haratyk for organizing and putting this together. He was very impressed with this.

Councilmember Dunn appreciates this relationship with the University of Arizona. He thought this was a wonderful project.

Mayor Oertle asked if there were five (5) houses on the stairway would it be able to stop at each one. The team from the U of A all nodded in agreement that it will.

MOTION: Councilmember Hansen moved to approve to enter into a Private/ Public Partnership with the U of A College of Engineering to Design a Bisbee assisted Lift Delivery System.

SECOND: Councilmember Doughty

MOTION PASSED: UNANIMOUSLY

5. City Manager's Report:

- Mr. Marsh thanked Mr. Haratyk and the team from the U of A.
- Mr. Marsh informed Mayor and Council that there were preliminary discussions on a Mineral Show for the end of April to the end of May 2017 to be held at the Queen Mine Tour. Councilmember Cline said that we used to have a mineral show here years ago and it was an annual thing. It will be nice to get back to that. She thanked him for his work on this.
- Other current events (No Discussion)

Councilmember Dunn and Cline had talked and wanted to give an "at a boy" for the meet and greet for the employees it was a suburb event. Mr. Marsh thanked Ashlee Coronado and Nina Williams for pulling off a wonderful event.

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

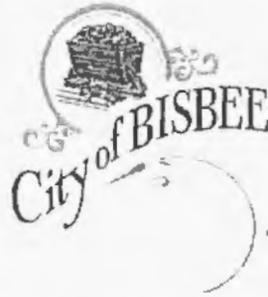
MOTION: Councilmember Cline moved to adjourn the meeting.

SECOND: Councilmember Doughty

MOTION PASSED: UNAMIOUSLY

ADJOURNMENT: 7: 46PM

\_\_\_\_\_  
Ronald Oertle, Mayor



## Public Works Department

### Memo

**To:** Mayor and Council  
**From:** Andy Haratyk, Public Works Director *Andy Haratyk*  
**CC:** Richard J. Marsh, Jr., City Manager  
**Date:** August 30, 2016  
**Re:** Engineering Design

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On Thursday, August 25, 2016 I attended the U of A Engineering 498 Capstone Open House with 392 students and 76 sponsors. I registered for this event after meeting with Heather Moore, a Career Development counselor with the U of A College of Engineering.

At our initial meeting which included members of the Streets & Infrastructure Committee, Ramiro Ross, Peter Von Gundlach and Council Representative Joan Hansen. I inquired about an intern program. We also discussed larger projects and how we could partner with the U of A College of Engineering.

This idea fell in line with the U of A College of Engineering and their goal to reach out to communities with interns. Bisbee would be the first City in the state to attempt this. If we are successful, it is a program that can be taken statewide. More important, I have requested that the engineering students allow me to include students from Bisbee High School.

My table was placed in the corner of the grand ball room at the student union. I was at the furthest corner from the front door and 75 sponsors between me. I had a 6 ft. table with a 6" x 6" card on it and a chair.

I was surrounded by huge companies; Hewlet, Packard, Catapillar. Each of these companies had 5 or more engineers at their tables; they had special table cloths and backdrops. I really wondered how or if any student would even know or come to our table. At one point I thought, if they don't show up I'll be off the hook with this whole crazy idea.

Then things changed, the doors opened and I saw one young man heading in the direction of our table. He was walking very fast towards the corner of the room. He walked past 75 sponsor tables, came up to the City of Bisbee Table, shook my hand and said "I want to be on the team that represents a City that considers the well-being of its citizens". I composed myself and at that point I realized, I was there for the right reason. After all this young man got it and he explained it to me.

In the next hour and a half, 36 students talked with me about the project, 27 signed up, five were approved. The young man who approached me first, Robert Cordoba Berigan, will be on our team.

I was so inspired by the 30 plus students and their interest in Bisbee, but things were not over me. As the event was closing a woman approached me and said, "I wanted to come and see who was here from Bisbee". She introduced herself and told me she was Ernie Roger's niece. She was from Naco and graduated from Bisbee High School. She married and moved to Tucson. Her husband has earned a doctorate, son has a master's degree, daughter is in her second year and the women I met is getting her masters. She is also an employee of the U of A.

She thanked me for bringing Bisbee and confirmed to me that we needed to do this and have our Bisbee High School students there so they could be part of this and realize that they can do this in their own town.



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: September 20, 2016

Regular     Special

DATE ACTION SUBMITTED: September 7, 2016

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION       ORDINANCE       FORMAL ACTION       OTHER

SUBJECT: **APPROVAL OF THE APPOINTMENT OF TODD CONKLIN TO THE EVERGREEN CEMETERY COMMITTEE**

FROM:            Ashlee Coronado, City Clerk

RECOMMENDATION:            Approve

PROPOSED MOTION:            I move to approve the Appointment of Todd Conklin to the Evergreen Cemetery Committee.

**DISCUSSION:**

Mr. Conklin has submitted his application to serve on the Evergreen Cemetery Committee.

If approved, Mr. Conklin 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

**RECEIVED**

Date of Application: 8-30-16

AUG 30 2016

**\* Board interested to serve:**

CITY CLERK'S OFFICE  
CITY OF BISBEE

- |   |  |   |
|---|--|---|
| <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 checked="" 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 type="checkbox"/> Youth Council                  |  |   |

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

Conklin                      TOOD                      J  
 Last Name                      First Name                      Middle Initial

Box 1514    Bisbee, AZ    85603  
 Mailing Address    Number    Street    City    State    Zip Code

Residential Street Address: 822 C pace Ave

Telephone Number(s): 520 255 9195

Email Address: tood.conklin@yahoo.com

\* I have been a resident of Bisbee for 35 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): General Dynamics 24 years  
Key energy odessa TX 24 years  
Freeport + mc moran, Bisbee, AZ 8 years  
Barnard Construction Bisbee, AZ 1 year  
Gale Insulation 4 years  
Roka cafe 5 years

**Please provide a brief summary of Civic/Volunteer Experience:**

Public relation  
Youth outreach  
School volunteer

Other Background Information Relevant to Serving in this Position:

Little League Coach

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

I want to give back to my community

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

WAIVER REQUEST (If Applicable):

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

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

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

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

Signature: [Handwritten Signature] Date: 9-7-16

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) [mwilliams@bisbeeaz.gov](mailto:mwilliams@bisbeeaz.gov)



**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: September 20, 2016

Regular     Special

DATE ACTION SUBMITTED: September 6, 2016

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

SUBJECT: **APPROVAL OF THE RESIGNATION OF SNOODY BOROWIEC FROM THE EVERGREEN CEMETERY COMMITTEE**

FROM:            Ashlee Coronado, City Clerk

RECOMMENDATION:            Approve

PROPOSED MOTION:            I move to approve the resignation of Snoody Borowiec from the Evergreen Cemetery Committee.

DISCUSSION:

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

## Nina Williams

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**From:** Lorena Valdez  
**Sent:** Wednesday, September 07, 2016 4:00 PM  
**To:** Nina Williams  
**Subject:** FW: Cemetery Committee

FYI

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**From:** Snody [mailto:snody@cox.net]  
**Sent:** Wednesday, September 07, 2016 9:40 AM  
**To:** Lorena Valdez; Andy Haratyk; Douglas Dunn; sharon Frosco; anna garcia; terry maddux; Ronald Oertle; Luche Giacomino  
**Subject:** Cemetery Committee

Attention Fellow Evergreen Cemetery Committee Members: Please consider this email as my resignation as a member of this Committee. I can not keep up with meeting changes, etc.. would like to help with various projects, if that's acceptable to you, but I'm sure there is some one who lives in Bisbee who would probably like to serve on this important committee and could/would be able to attend your meetings. I've enjoyed it very much,  
Snody Borowiec



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: September 20, 2016

Regular     Special

DATE ACTION SUBMITTED: September 12, 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 CITY PARK TO HOST FOR THE SECOND TIME THE SABADO CULTURAL FESTIVAL ON SATURDAY, OCTOBER 1, 2016 FROM 5:00PM TO 9:00PM.**

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 City Park to Host for the second time the Sabado Cultural Festival on Saturday, October 1 2016 from 5:00pm to 9:00pm.

**DISCUSSION:**

Jennifer Luria is requesting permission to use City Park to Host for the second time the Sabado Cultural Festival on Saturday, October 1, 2016 from 5:00pm to 9:00pm.

The event will include live music performances, singers, dancers and artist with works on display. Participants from Bisbee, Douglas, Naco Sonora and Aqua Prieta.

Staff has reviewed the Permit and recommends approval.

There will be no fees for this permit.

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: Richard J. Marsh Jr.  
Richard J. Marsh Jr.,  
City Manager

RECEIVED

SEP 12 2016

Permit No. 49-16

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: Jennifer Luria Date: 9/8/16

2. Organization Name: City of Bisbee

3. Mailing Address: 118 Arizona St. Bisbee, AZ 85603  
456-6720

Phone #: \_\_\_\_\_ Contact name and phone # during event Jen Luria 520.456.6720

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).

Sabado Cultural Festival - the second time Bisbee will host this cultural event in City Park on Saturday, Oct. 1st, 2016. Event will include live music performances, singers, dancers and artists with works on display. Participants from Bisbee, Douglas, Naco Sonora, and Agua Prieta. Request waiver of fees. - City Sponsored event.

5. Approximate Number of Participants and/or Spectators: about 150-200

6. Requested Location of Event: City Park, Bisbee

7. Date(s) of Event: Saturday, October 1, 2016

8. Hours of Event: 6 pm - 8 pm

9. Hours of Reservation (with set-up and breakdown) 5 pm - 9 pm

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.

- \$   X    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 \_\_\_\_\_
- \$   X    Park Public Works staff (example: posting closures of streets/parking, access to facility/band shell/restrooms, etc): will need 2 parking spaces closed for loading, restrooms, band shell, 2 offices w/ chairs + at least 3 tables, extra lights below band shell, bleachers, and the pa equipment.
- \$ \_\_\_\_\_  Other - any additional requests made by applicant or any other conditions set by the City Council, City Code, ordinance or resolution.

### 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, J. C. Li certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

J. C. Li  
Signature of Applicant/Authorized Party

9/8/16  
Date

## HOLD HARMLESS AGREEMENT

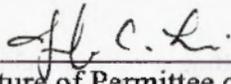
Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Sabado Cultural Festival event the period from (date & time) Oct. 1<sup>st</sup>, 2016 6pm to Oct. 1<sup>st</sup>, 2016 8pm, the permittee Jennifer Luria 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

\_\_\_\_\_  
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: Jennifer Luria
- (2) Mailing Address, City, State & Zip: 118 Arizona St  
Bisbee, AZ 85603
- (3) Business Name: City of Bisbee
- (4) Business Address: 118 Arizona St.
- (5) City: Bisbee State: AZ Zip: 85603
- (6) Business Phone No.: 520-432-3554 Resident Phone No.: 520-456-6720
- (7) Name of Special Event: Sabado Cultural Festival Date: 9/8/16
- Specify date(s) License needed: October 1, 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, \_\_\_\_\_ 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.

J. C. L.  
Signature of Applicant

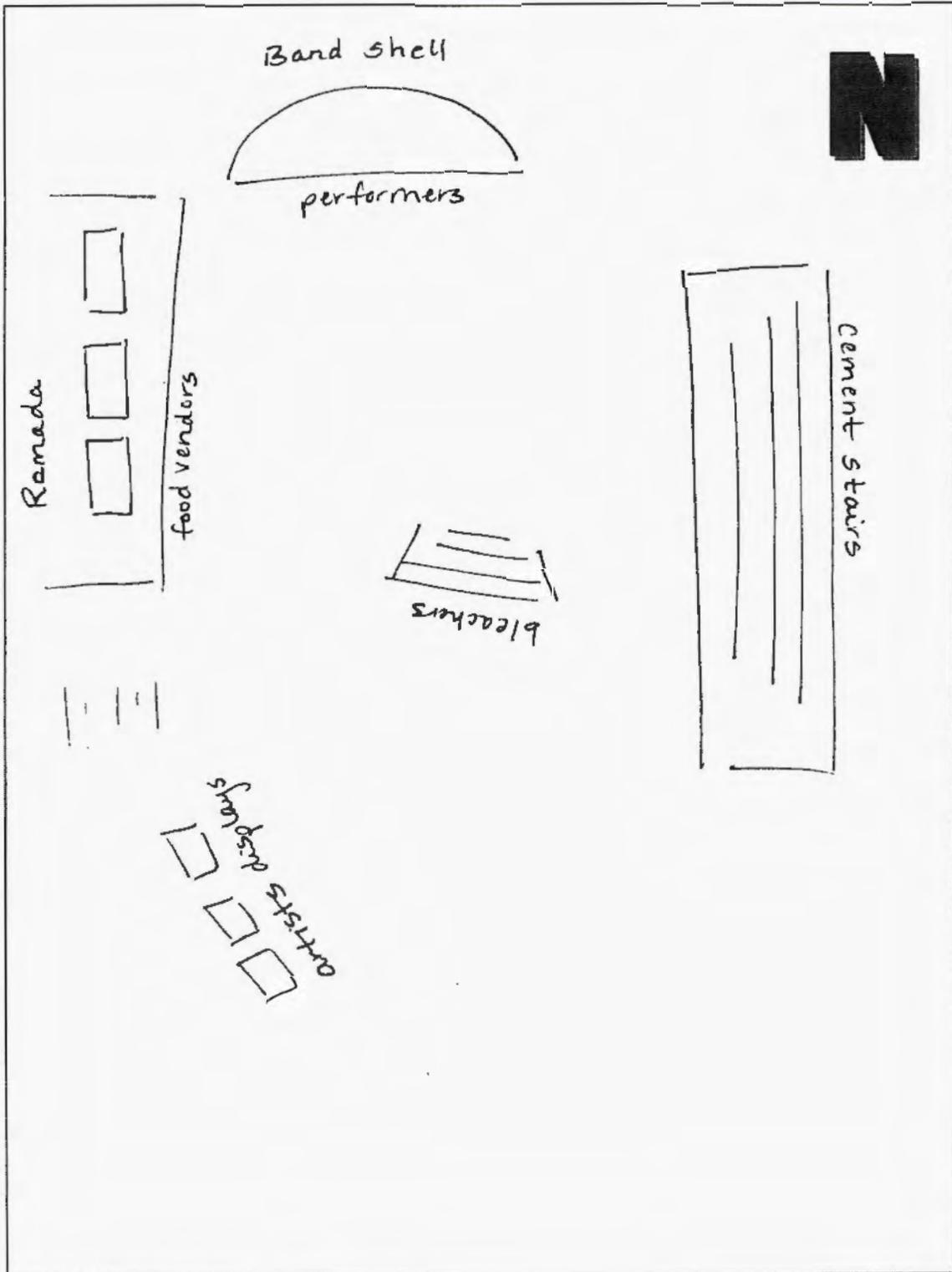
9/8/16  
Date

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.



**BISBEE BLUE'S FESTIVAL  
EVENT  
October 1, 2016**

Permit Fee:	\$ 50.00
Special Event License	\$ 32.50
Band Shell &Electricity	\$ 60.00
Signs (4 x 1.50)	\$ 6.00
4 Barricades for No Parking Signs (4 x 2.00)	\$ 8.00
Trash Barrels (6 total) \$40.00 for 6	\$ 40.00
1 Parks Staff (8 hrs x \$20.00/hr)	<u>\$ 160.00</u>
	356.50
TOTAL	\$
Refundable Deposit:	\$ 50.00

**WAIVER OF FEES IS REQUESTED-CITY SPONSORED  
EVENT.**



**REQUEST FOR MAYOR & COUNCIL ACTION**  
**Session of: September 20, 2016**

Regular     Special

**DATE ACTION SUBMITTED:** September 13, 2016

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**

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

**SUBJECT:** APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY THE CENTRAL SCHOOL PROJECT FOR AN EVENT TO BE HELD AT 43 HOWELL AVENUE BISBEE, AZ ON FRIDAY, OCTOBER 14, 2016 AND SATURDAY, OCTOBER 15, 2016 FROM 7:00PM TO 10:00PM; LAURIE M. MCKENNA, 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 Central School Project for an Event to be Held at 43 Howell Avenue, Bisbee, AZ on Friday, October 14, 2016 and Saturday, October 15, 2016 from 7:00PM to 10:00PM.

**DISCUSSION:**

Ms. Mckenna has requested approval of a Special Event Liquor License Application for the Central School Project for an Event to be Held at 43 Howell Avenue, Bisbee, AZ on Friday, October 14, 2016 and Saturday, October 15, 2016 from 7:00PM to 10:00PM..

Ms. Mckenna has indicated that there will be three (3) security personnel at the event.

**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: Central School Project

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-05366659

**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: Central School Project

Address of Location: 43 Howell Ave Bisbee, AZ 85603

\_\_\_\_\_  
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: Mckenna, Laurie M

\_\_\_\_\_  
Last

\_\_\_\_\_  
First

\_\_\_\_\_  
Middle

07/071963

\_\_\_\_\_  
Date of Birth

2. Applicant's mailing address: PO Drawer H Bisbee AZ 85603

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

3. Applicant's home/cell phone: (520) 732-0064 Applicant's business phone: (520) 432-4866

4. Applicant's email address: bisbeecsp@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? 0

(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 Central School Project Percentage 100%

Address 43 Howell Ave Bisbee, AZ 85603  
Street City State Zip

Name \_\_\_\_\_ Percentage \_\_\_\_\_

Address \_\_\_\_\_  
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.)

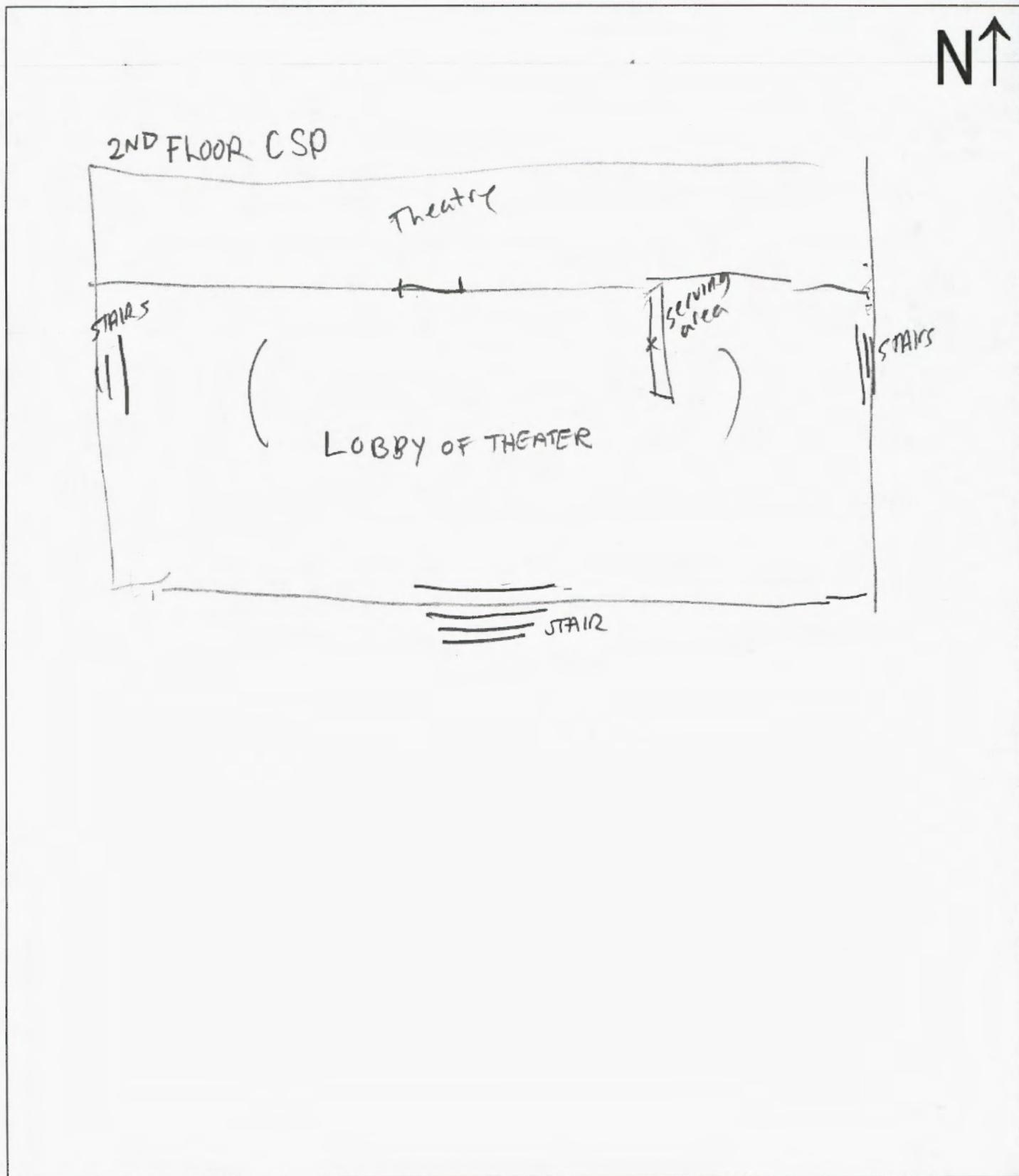
\_\_\_\_\_ Number of Police 3 Number of Security Personnel  Fencing  Barriers

Explanation: The liquor will be sold in the lobby of our theater on the 2nd floor of our building with a

**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>Oct 14</u>	<u>Friday</u>	<u>7:00 pm</u>	<u>10 pm</u>
DAY 2:	<u>Oct 15</u>	<u>Saturday</u>	<u>7:00 pm</u>	<u>10 pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



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

I, Laurie M McKenna 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] EXEC DIRECTOR 9/6/16 520 432 4866  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 15<sup>th</sup> September 2016  
Day Month Year  
State AZ County of COCHISE



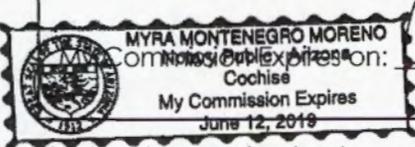
9/12-2019 Myra Montenegro-Moreno  
Date Signature of Notary Public

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

I, Laurie M McKenna 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] EXEC DIRECTOR 9/6/2016 520-432-4866  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 15<sup>th</sup> September 2016  
Day Month Year  
State ARIZONA County of Cochise



9/12-2019 Myra Montenegro-Moreno  
Date 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).

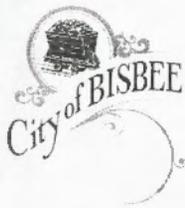
**SECTION 15** Local Governing Body Approval Section

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: September 20, 2016

Regular     Special

DATE ACTION SUBMITTED: September 14, 2016

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

**SUBJECT: APPROVAL OF A FAIR/ FESTIVAL LIQUOR LICENSE APPLICATION  
SUBMITTED BY SONOITA VINEYARDS LTD FOR AN EVENT TO BE HELD AT  
BREWERY GULCH, TAYLOR STREET ON SATURDAY, OCTOBER 8, 2016 FROM  
4:00PM TO 7:00PM, LORI MARIE REYNOLDS; APPLICANT**

FROM:            Ashlee Coronado, City Clerk

RECOMMENDATION:            Approve the Fair/ Festival Liquor License Application

PROPOSED MOTION:            I move to approve the Fair/Festival Liquor License Application  
Submitted by Sonoita Vineyards LTD for an Event to be held at  
Brewery Gulch, Taylor Street on Saturday, October 8, 2016 from  
4:00pm to 7:00pm.

**DISCUSSION:**

Ms. Reynolds has requested approval of a Fair/ Festival Liquor License Application for an event being held at Brewery Gulch, Taylor Street on Saturday, October 8, 2016 from 4:00pm to 7:00pm.

Ms. Reynolds has indicated that there will be three (3) security personnel at the event.

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: Richard J. Marsh Jr.  
Richard J. Marsh Jr.,  
City Manager



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	
License #:	
Date:	
Approved by:	

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair  Wine Festival  Craft Distillery Fair  Craft Distillery Festival

1. Applicant's Name: Lori Marie Reynolds Contact Phone #: 520-455-5893

2. Business name: Sonoita Vineyards LTD Liquor license #: 13120002  
Farm Winery or Craft Distillery

3. Email: lori@sonoitavineyards.com

4. Mailing address: 290 Elgin Canelo RD Elgin AZ 85611  
Street Address City State Zip Code

5. Location of fair/festival: Brewery Gulch/Taylor ST Bisbee Cochise 85603  
Street address City County Zip Code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

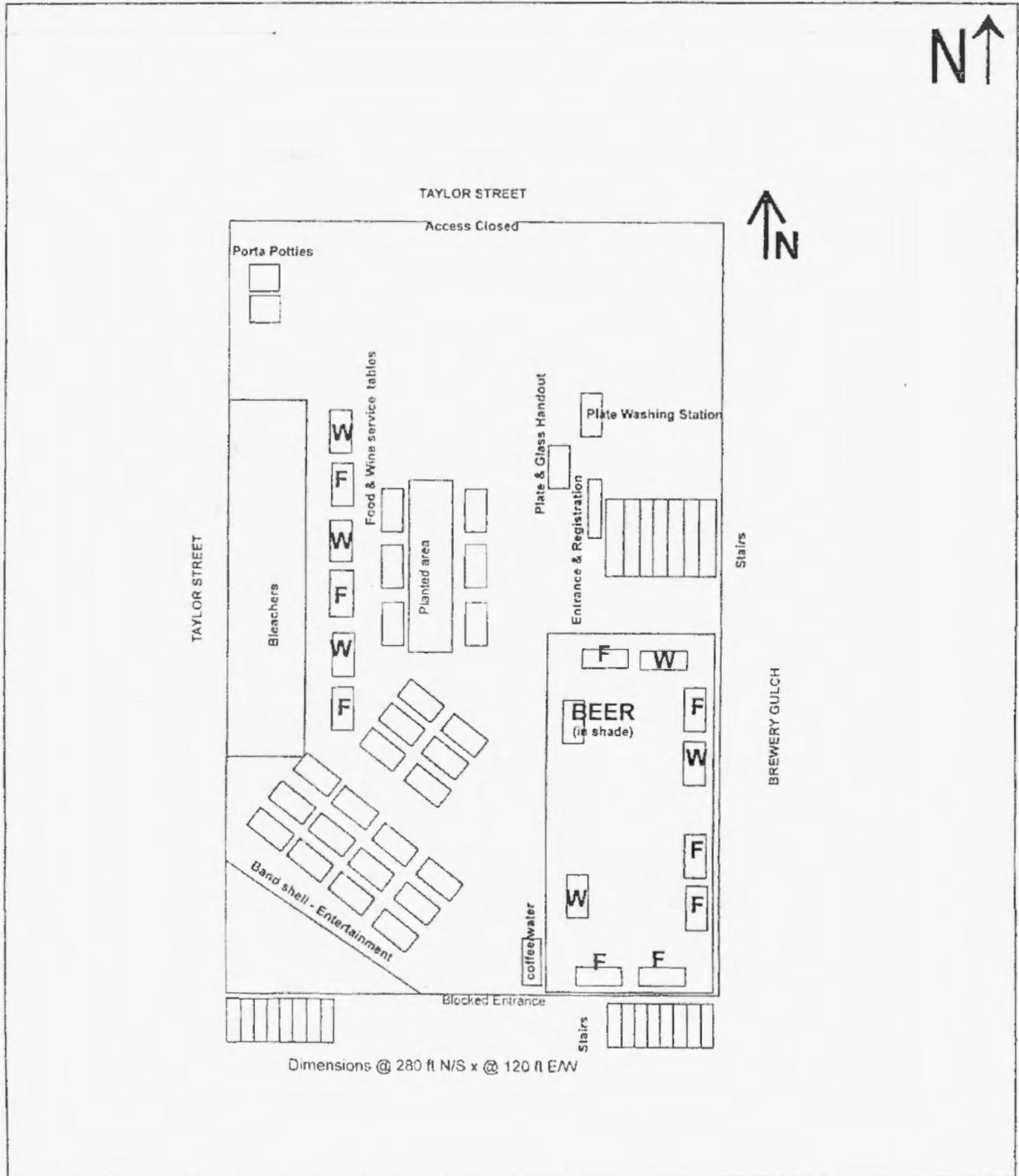
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>10/08/2016</u>	<u>Saturday</u>	<u>4pm</u>	<u>7pm</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary



**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



**SECTION 6** This section to be completed only by the applicant named in section #1

I, Lori Marie Reynolds declare that I am the APPLICANT filing this application as listed in

(Print Full Name)

Section 8. I have read the application and the contents and all statements are true, correct and Complete.

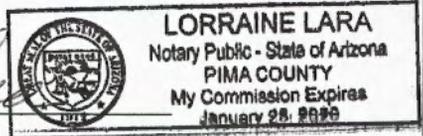
x Lori Marie Reynolds Agent/Winemaker 9/2/2016 520-455-5893  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 8 September 2016  
Day Month Year

State Arizona County of Santa Cruz

My Commission Expires on: 01/25/2020  
Date

Lorraine Lara  
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) 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.

**SECTION 7** 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 USE ONLY

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

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: September 20, 2016**

Regular    Special

**DATE ACTION SUBMITTED:** September 13, 2016

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**

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

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A MEMORANDUM OF UNDERSTANDING RELATED TO MEDICAL TRANSPORT SERVICES BETWEEN COPPER QUEEN COMMUNITY HOSPITAL, ARIZONA AMBULANCE AND THE CITY OF BISBEE**

**FROM: Richard Marsh, City Manager  
Marc Burnleit, Fire Chief**

**RECOMMENDATION: Approval**

**PROPOSED MOTION: I move to approve the Memorandum of Understanding related to Medical Transport Services between Copper Queen Community Hospital, Arizona Ambulance and The City of Bisbee.**

---

**DISCUSSION:**

This MOU is a result of the hearing at Arizona Department of Health Services that was brought by Arizona Ambulance of which the hearing results favored Arizona Ambulance. The results of that ruling significantly reduced the amount of revenue the City of Bisbee would be receiving. As a result of this MOU we find ourselves in a much better position. The hearing could have reduced the interfacility transports by 50% or more, resulting in several hundreds of thousands of dollars in lost revenues. The MOU assures that the City will receive 2/3 of the interfacility transports. This will negate some of the revenue lost due to the loss of transports.

Highlights from the MOU include:

- The City of Bisbee will receive 2/3 of the interfacility transports.
- Copper Queen Hospital will pay \$100,000 towards a new ambulance.
- Copper Queen Hospital will purchase two (2) IV pumps.
- Arizona Ambulance will dispatch all interfacility transports
- There will be quarterly meetings between all three agencies to verify the rotation schedule is met.
- Bisbee Fire will have access to all dispatch information from Arizona Ambulance as well as transport logs from Copper Queen Hospital.

- Bisbee Fire Department will change Base Hospital from Canyon Vista Medical Center to Tucson Medical Center.
- Copper Queen Hospital will replace any expired medications.

As a result of the MOU it is hoped that all three agencies will work together in a compatible and agreeable relationship to better support our Community.

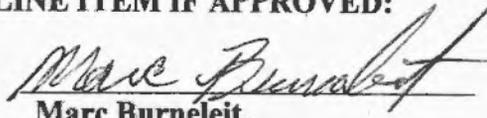
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**FISCAL IMPACT:**      **TBD**

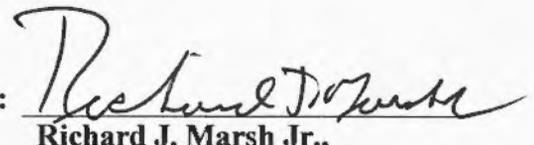
**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

**Prepared by:**

  
**Marc Burneleit,**  
**Fire Chief**

**Reviewed by:**

  
**Richard J. Marsh Jr.,**  
**City Manager**

**Memorandum of Understanding  
Related to Medical Transport Services**

**Recitals**

Whereas the Copper Queen Community Hospital ("Hospital") requires a method of transporting patients to other facilities, and the City of Bisbee ("City") - providing ambulance services through the Bisbee Fire Department ("BFD") - and Arizona Ambulance Transport ("AAT"), desire to provide these services, Hospital, the City/BFD and AAT have the following understanding:

**1. Initial Request for Interfacility Transport**

All requests by the Hospital for an interfacility transport shall be initiated by calling AAT's communications center at (520) 364-3000. The request shall include a report by the attending physician and/or nurse. The report shall include the following:

- A notification of the Level of Transport (as designated below) of the patient to be transported and any patient-specific transport needs.
- The name of the receiving hospital.
- Confirmation of receiving hospital acceptance (i.e., patient room or bed placement).
- Name of the accepting physician.

The Dispatcher shall immediately forward the request to either BFD or AAT per protocol detailed in Section 4. The Dispatcher shall not report any patient identifying information over the radio.

AAT will provide monthly computer aided dispatch (CAD) reports to the Hospital and BFD.

The Hospital, BFD and AAT will review the dispatch process 90 days after implementation. Any issues will be brought up and the parties will develop solutions. If the parties cannot agree to solutions, this section of the agreement may be renegotiated.

**2. Levels of Transport/Response Times**

One of the following Levels of Transport shall be designated in the report, triggering the applicable response times set forth below:

Level I- The Hospital shall designate a patient emergency "Level I" when it involves a patient who, in the opinion of the patient's attending physician or other qualified hospital staff, has an immediate life, or limb, threatening illness or condition. These patients will be transported by an ALS Ground Ambulance, CCT Ground Ambulance or CCT Air Ambulance.

  
PAP  
07/27/16

Response time shall be immediate.

Level II - The Hospital shall designate a patient emergency "Level II" when it involves a patient who, in the opinion of the patient's attending, has a serious, but not immediately life, or limb, threatening, illness or condition. These patients will generally be transported by a Paramedic Attendant.

Response time shall be no more than 30 minutes.

Level III - The Hospital shall designate a patient emergency "Level III" involving a patient who, in the opinion of the patient's attending physician, has neither a life, or limb, threatening nor serious illness nor condition. These patients will generally be transported by either an EMT or Paramedic Attendant.

Response time will be as soon as reasonably possible for a unit to be deployed, but in no event shall the response time be longer than 60 minutes, unless otherwise agreed to by the BFD and the Hospital at the time of the transport.

The parties acknowledge that the designation of the level of patient emergency in all cases shall be made solely by the patient's attending physician or other qualified Hospital staff.

### 3. Response to Initial Request

- Within 5 minutes of the Hospital's request for a transport made to the AAT Dispatcher, AAT will confirm such request with the attending physician or nurse and provide an estimated time of arrival at the Hospital by calling 520 432-6536. If, as set forth in Section 5, AAT calls BFD to provide the transport, AAT will request BFD to call the attending physician or nurse to confirm receipt of the request for transport and an estimated time of arrival. Confirmation by the provider to the Hospital shall also be made within 5 minutes of the Hospital's initial request to AAT.
- The Hospital will assess if Basic Life Support (BLS), Advanced Life Support (ALS) and Critical Care Transport (CCT) is necessary for the transport and whether ground transport is appropriate.
- As necessary, the transporting entity will initiate telemetry with the receiving hospital and establish medical control.
- The transporting entity shall arrive at the Hospital no later than the response times indicated in Section 2.

### 4. Rotation

Request for transports by the Hospital will be subject to a specific rotation. In this rotation, two-thirds of the unique transfer requests will be assigned to BFD. Hospital, BFD and AAT agree to

  
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collate, share and evaluate transport data on a quarterly basis in order to verify rotation is occurring, as measured by a monthly ratio.

For the entirety of each contract year, CQCH shall keep and shall provide to any party upon request, accurate records for each interfacility transport that show:

- i. What time the call was made.
- ii. What level (I, II or III) the call was.
- iii. What time the dispatched agency arrived.
- iv. What time the dispatched agency left CQCH.

Calls will be rotated on a two to BFD, one to AAT basis. In the event either BFD or AAT is unable to handle a transfer when their "turn" is up, the entity will lose that "turn." There will be no "banking" of transfers.

In the event AAT or BFD takes a psychiatric transfer to any facility beyond Tucson, that transfer will not count against the entity's place in rotation. Medical transfers beyond Tucson will be considered a "turn."

#### **5. Inability to Respond within the Defined Response Times**

- Independent of the rotation, If BFD is unable to respond with an appropriate resource within the response times indicated in Section 2, it shall immediately contact AAT at (520) 364-3000 and provide information as described in Section 1.
- If AAT is unable to respond with an appropriate resource within the response times indicated in Section 2, it shall immediately contact BFD and request that BFD perform the transport.
- For ground ambulance transport requiring attendance by an RN or SCT Paramedic, AAT shall be immediately contacted by BFD.
- In the event BFD and AAT are unable to respond, a mutual aid ground ambulance provider selected by AAT may be contacted. At no time can a mutual aid provider be utilized prior to AAT and BFD declining the transport.

#### **6. Lack of Confirmation**

In the event:

- (a) A A T does not promptly answer a call from the Hospital; or
- (b) the Hospital does not receive a confirmation call from either the BFD or AAT within 5 minutes of its initial request to the City Dispatcher:

then the Hospital, in its sole and absolute discretion, may either:

  
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(a) notify AAT of its intent to utilize BFD or an alternative ambulance service and provide the Hospital with the telephone number of the assigned ambulance service.

(b) utilize AAT or, if AAT is not available, the hospital may select an alternative ambulance company that has a written back up agreement with BFD (including the parties to the "Inter-governmental Agreement to improve the coordination and delivery of emergency services within Cochise County" recorded June 3, 2008), or is authorized by BFD or AAT dispatch, to do the transport. In the event the Hospital arranges for an alternative ambulance company to provide a transport under this provision, it shall subsequently notify AAT.

#### **7. Qualifications/Competencies**

Any/all ambulance transportation service agencies operating under this interfacility agreement will ensure that it has qualified staff for all levels of ambulance transport. Personnel must have the qualifications and competency in performing the procedures and administering medications necessary to meet the specific needs of the patient during the interfacility transport. Minimally, all advanced life support providers must maintain current certification, in cardiopulmonary resuscitation (CPR), Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS). In addition, all expanded scope advanced life support providers must complete and maintain training in administration of ADHS allowable interfacility medications and competency in the use of transport infusion pumps.

The Hospital shall maintain current licensure with the Arizona Department of Health Services. The Hospital shall also ensure that the medical and nursing staff within the Emergency Department is licensed to practice in Arizona.

#### **8. Equipment**

It is the responsibility of any/all ambulance agencies operating under this interfacility agreement to ensure that it provides the necessary equipment for the level of care being provided for the patient.

#### **9. Efficient Turnover in ED**

The Hospital will work cooperatively with the BFD and AAT to efficiently manage patient transports and minimize ambulance wait times at the ED.

#### **10. Base Station**



Handwritten signature and initials, possibly "PAP" and "091516".

City/BFD agrees to cancel their agreements with Canyon Vista Hospital and Southwest Emergency Physicians (Drs. Castle and Gluck et al.) to provide the functions of an EMS Base Station and enter into an exclusive agreement with Tucson Medical Center and Emcare (Dr. Ottman, et al.) to provide the functions of an EMS Base Station. City/BFD cannot discontinue the exclusive agreement with Tucson Medical Center / Emcare to provide the functions of an EMS Base Station without the written consent of Hospital or upon the dissolution or expiration of this agreement.

**11. Discount**

City/BFD and AAT agree to request approval from ADHS and provide a 30% discount from typical interfacility transportation rates to Hospital for transports from the Hospital's Douglas campus to the Bisbee campus or from the Bisbee campus to other facilities for "wait and return" cases.

**12. New Ambulance**

Hospital agrees to purchase a new ambulance for the City/BFD, at a cost not to exceed \$100,000. If the City/BFD wishes to purchase an ambulance at cost greater than this amount, Hospital agrees to contribute this amount toward the purchase. Hospital will make these funds available on or before 120 days from the effective date of this agreement. If this agreement is terminated within five (5) years, City/BFD agree to repay Hospital this amount, prorated by a decrease of 20% per year.

**13. Obligations Related to Medications, Intravenous Pumps**

Hospital agrees to replace, at Hospital's expense, BFD medications that have expired or will expire within 30 days - unless the Base Station elects to provide this service. In addition, Hospital agrees to purchase and provide 2 (two) new intravenous pumps to BFD.

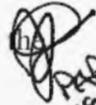
**14. Professional Conduct**

All parties understand the value of professional conduct and the managers and directors of each organization will implement and maintain policies and cultures that minimize critical/negative comments and behaviors, especially in the public sphere.

**15. Dispute Resolution**

In the event of a dispute regarding the rotation of transport requests, response times or the production or accuracy of transport data, the parties will act in good faith to use their best efforts to resolve the dispute.

a. If the parties are unable to resolve the dispute, then the dispute shall be determined in

  
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sole discretion of the Arbitrator mutually appointed by the parties.

- b. The decision of the Arbitrator shall be in writing, identifying the nature of the dispute and the Arbitrator's resolution of the dispute.
- c. The decision of the Arbitrator shall be final and binding upon the parties.
- d. Unless otherwise determined by the Arbitrator, the parties shall each be responsible for one-third the costs and fees of the Arbitrator in resolving the dispute.

## 16. Appointment of Arbitrator

The parties appoint Jon Trachta of Tucson, Arizona to serve as the Arbitrator under this Agreement.

- a. In the event the Arbitrator is no longer practicing as an arbitrator then he shall name the successor Arbitrator who shall serve with all authority as originally named.
- b. In the event the Arbitrator is unable or unwilling to name the successor Arbitrator, then the parties shall promptly petition the Superior Court of Pima County for the appointment of a successor Arbitrator.
- c. The parties shall execute any standard agreements as necessary or reasonably required and provided by the Arbitrator.

APPROVED AND AGREED TO BY THE UNDERSIGNED REPRESENTATIVES OF THESE PARTIES.

### C. Effective Date; Term; Amendments.

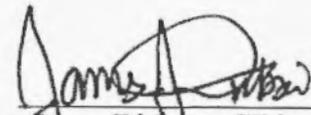
- 1. Effective Date. This MOU is effective as of 1 October 2016 ("Effective Date").
- 2. Term This agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically at the end of each term for an additional one (1) year term, provided, however that any party may terminate this Agreement with cause, including breach of this Agreement, after first giving ninety (90) days' notice to the other party and attempting to resolve any such breach through good faith negotiation and discussion between the parties. If the parties cannot resolve the issue, the Arbitration Clause contained in Section 14(a) and (b) below shall be triggered..
- 3. Amendments. Any amendments to this MOU must be made in writing and must be agreed to and executed by all parties before becoming effective.

D. Signatures. This MOU is executed by authorized representatives of HOSPITAL, City/BFD and AAT.

  
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THIS AGREEMENT is entered into this 15 day of SEPT., 2016.

\_\_\_\_\_  
Ron Oertle, Mayor  
City of Bisbee

  
\_\_\_\_\_  
James Dickson, CEO  
Copper Queen  
Community Hospital

  
\_\_\_\_\_  
Paul Pedersen, CEO  
Arizona Ambulance

\_\_\_\_\_  
Approved as to form by  
Elda Orduño as counsel  
for the City

**ATTEST:**

\_\_\_\_\_  
Ashlee Coronado, Clerk of the Court



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: September 20, 2016

Regular     Special

DATE ACTION SUBMITTED: September 13, 2016, 2016

REGULAR                   CONSENT

**TYPE OF ACTION:**

RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A BASE HOSPITAL AGREEMENT BETWEEN TUCSON MEDICAL CENTER AND BISBEE FIRE DEPARTMENT**

**FROM: Marc Burneleit, Fire Chief**

**RECOMMENDATION: Approval**

**PROPOSED MOTION: I move to Approve the Base Hospital Agreement between Tucson Medical Center and Bisbee Fire Department.**

**DISCUSSION:**

As part of the new MOU between the City, the Copper Queen Hospital, and Arizona Ambulance Transport (considered in another agenda item), the Bisbee Fire Department agreed to change its base hospital from the Canyon Vista Community Hospital to the Tucson Medical Center. The item allows the City to make that change. Once changed, the Tucson Medical Center will provide medical direction to our Fire Department's Emergency Medical Program.

**FISCAL IMPACT: 0**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

Prepared by: Marc Burneleit  
Marc Burneleit,  
Fire Chief

Reviewed by: Richard J. Marsh Jr.  
Richard J. Marsh Jr.,  
City Manager

**BASE HOSPITAL**  
**Emergency Medical Services - Supporting Service Agreement**

This Base Hospital Emergency Medical Services--Supporting Service Agreement ("Agreement") is made between **TUCSON MEDICAL CENTER**, an Arizona nonprofit corporation, ("Base Hospital") located at 5301 East Grant Road, Tucson, Arizona 85712 and **BISBEE FIRE DEPARTMENT** ("Agency"), whose address is 192 Highway 92, Bisbee AZ 85603..

**1** **Authorization.** The following state laws are applicable and incorporated by reference:

- 1.1 Arizona Revised Statutes, Title 36, Chapter 21.1;
- 1.2 Arizona Administrative Code, Title 9 Chapter 25, Article 2

**2** **Definitions.**

2.1 **Administrative Medical Direction.** The development of Emergency Medical Services ("EMS") policies, procedures, and programs related to education and evaluation of prehospital EMS personnel. Base Hospital Medical Director shall be responsible for administrative medical direction of prehospital personnel assigned to the base hospital.

2.2 **Medical Direction Authority.** An emergency physician or intermediary who is designated to render on-line medical supervision of EMS personnel. On-line supervision will be direct (conveyed between physician and EMS personnel via person-to-person, two-way radio, or telephone conversation) or indirect (conveyed by an intermediary). On-line medical direction by the Base Hospital will be exercised according to the attached Medical Direction Plan (Attachment A).

**3** **Scope of Services.** Agency and Base Hospital agree to fully comply with the requirements of the Arizona EMS Statutes and Regulations, including the following specific provisions: Agency agrees to maintain certified EMS personnel and appropriately-equipped vehicles; maintain Base Hospital certification; provide medical direction to the certified EMS personnel assigned to Base Hospital, and provide supervision and direction to EMS personnel in conformance with EMS Statutes and Regulations.

**4** **Medical Direction Plan.** The Medical Direction Plan shall be binding on Agency and Base Hospital.

**5** **Term and Termination.** The term of the Agreement shall be two years, commencing on OCTOBER 1, 2016. Either party may terminate this agreement without cause upon thirty days notice to the other party, or for cause (defined as a material breach/violation of a provision of this Agreement, upon ten (10) days advance written notice, provided the breaching party does not cure the breach within the ten-day notice period.

**6** **No Monetary Consideration.** This Agreement is cooperative; an accommodation to both parties, and shall be free of monetary considerations.

**7** **Reporting.** Agency will report to Base Hospital all known instances of incompetence or unprofessional conduct by EMS personnel. Reciprocal reporting will be done by Base Hospital to Agency's EMS personnel supervisor. Hospital reserves the right to withdraw on-line or administrative medical direction from any Agency EMS personnel following consultation with said EMS individual and Agency's supervisor.

**8** **Insurance.** Agency shall furnish Base Hospital a certificate evidencing comprehensive insurance coverage or self insurance for general and professional liability and automobile (ambulance) liability, naming Base Hospital as an additional named insured in an amount not less than One Million dollars (\$1,000,000) per incident/ Three Million Dollars (\$3,000,000) annual aggregate. The certificate shall state that Base Hospital shall receive not less than thirty (30) days advance notice of cancellation or substantial change in coverage.

**9** **Allocation of Liability in the Event of a Liability Claim.** Each party hereto acknowledges that in the event of a liability claim from a patient or other third party, based on a tort or other allegation, that each party shall be responsible for its pro rata share of liability, if at all. In order to provide for the defense and to insure against such claims, each party shall maintain adequate general and professional liability coverage, through insurance carriers, self-insurance, or a combination thereof. Each party shall provide the other with certificates of insurance with a

provision that coverage shall not be reduced without at least thirty (30) days notice to the other party. Thus, neither party to this Agreement contractually agrees to indemnify or to hold harmless the other party from liability hereunder. The parties agree to cooperate in the defense of any action brought naming both parties. However, if Arizona law provides for either a right to indemnity and/or a right to contribution to either party, as a matter of law and not as a result of a right of contract indemnity, then the right to pursue one or both of these remedies is preserved to the parties. Where both Hospital and Agency, including their employees, agents or representatives, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

**10 Nondiscrimination.** Both parties shall comply with Executive Order Number 99-4 (as thereafter amended) issued March 1, 1999 by the Governor of the State of Arizona prohibiting discrimination in employment by government contractors or subcontractors.

**11 Independent Contractors.** The parties' are independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership, or other similar legal relationship between Agency and Base Hospital. Party has the authority to bind or act on behalf of the other party except as specifically stated herein.

**12 Exclusion from Federal Health Care Programs.** Agency represents that it has not been nor is it about to be excluded from participation in Medicare, Arizona's AHCCCS program, or any other state or federal health care program, and shall notify Base Hospital within one (1) business day of its receipt of notice of intent to exclude or actual notice of exclusion from any such program.

**13 Assignment.** Agency may not assign, subcontract, or delegate any rights hereunder without the written consent of Hospital. Hospital shall have the right to assign its interest under this Agreement to any related entity (i.e., parent, subsidiary, or an entity resulting from a sale of all or substantially all of Hospital's assets or from a merger or consolidation with or into another entity).

**14 Hospital Workplace Policies and Safety.** Agency shall maintain the cleanliness and safe condition of Hospital premises and comply with all workplace policies of Hospital while on Hospital premises. Agency shall comply with Hospital's Corporate Compliance Program, copies available on request.

## **15 GENERAL PROVISIONS.**

**15.1 Notice.** Notices or communications to be given under the Agreement shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service, confirmed telefacsimile or registered or certified mail, postage prepaid, to the address set forth in the Agreement, or at such other addresses and to such other persons as a Party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by regular, registered, or certified mail, postage prepaid, one (1) business day after delivery if by a commercial delivery service, or upon transmission confirmation if by telefacsimile.

**15.2 Entire Agreement.** The Agreement, including any amendments and any exhibits or addenda specifically referenced herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda, and agreements, whether oral or written, pertaining thereto.

**15.3 Construction; Amendments.** The language of the Agreement shall be construed as a whole according to its fair and common meaning. The various titles of the sections herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph, or subparagraph of the Agreement. By executing the Agreement, the Parties acknowledge that they have been represented, or had the opportunity to be represented, by independent counsel, and have had the opportunity to review and consider the terms of the Agreement. Except as set forth herein, the Agreement shall be amended only by a written instrument signed by the Parties.

- 15.4 Counterparts. The Agreement may be executed electronically, in accordance with the Arizona Revised Statutes § 44-7001 *et seq.*, and in multiple counterparts. Each counterpart shall be considered an original.
- 15.5 Further Acts. The Parties each agree to cooperate fully with each other to take such further action and execute such other documents or instruments as necessary or appropriate to implement the Agreement.
- 15.6 Assignment. This Agreement may be assigned by TMC to any Affiliate of TMC HealthCare, or any corporation or other entity succeeding to the business of TMC in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of TMC or with a corporate reorganization involving TMC. The Agreement is for the personal services of the Physician, and so the Physician may not assign the Agreement or delegate or his or her rights, duties or obligations under the Agreement to any other person or entity without the prior written consent of TMC.
- 15.7 No Third Party Beneficiaries. The Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns. Nothing in the Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including without limitation any patients of TMC, nor shall such person or entity have any right to seek, enforce, or recover any right or remedy with respect hereto.
- 15.8 Patient Complaints. The Parties agree to cooperate with each other in the resolution of any patient complaints arising out of the Services. All patient complaints shall be resolved in accordance with the policies and procedures established by TMC.
- 15.9 Severability. If any term or provision of the Agreement is held illegal, invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. In lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best efforts to add as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.
- 15.10 Waiver. Waiver by a Party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of the Agreement shall be considered waived by a Party unless such waiver is given in writing.
- 15.11 Force Majeure. No Party shall be liable or be deemed in breach of the Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, acts of terrorism, natural disaster, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of such Party.
- 15.12 Governing Law; Venue. The Agreement shall be construed and governed according to the laws of the State of Arizona, without giving effect to its conflict of laws provisions. The Parties agree that the Agreement is executed and shall be performed in Pima County, Arizona and venue of all disputes, claims, and lawsuits arising hereunder shall lie in Pima County, Arizona.
- 15.13 Remedies. The remedies provided to the Parties by the Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have.
- 15.14 Attorney Fees. If either Party brings an action against the other to enforce any condition or covenant of the Agreement, the prevailing Party, in addition to other relief awarded by a court or arbitrator, shall be entitled to recover from the other Party its court costs and reasonable attorney's fees incurred in such action.

15.15 Dispute Resolution. In addition to any other applicable provision in the Agreement, and subject to the right of either Party to seek a temporary restraining order or temporary injunction from any court of competent jurisdiction to preserve the *status quo*, the Parties will make a good faith effort to resolve any claim or controversy arising out of or relating to the Agreement or an alleged breach hereof, including any claim or controversy relating to TMC's policies and procedures. If a satisfactory resolution does not arise from informal discussions, either Party may submit to the other a written request for mediation, including a description of the claim or controversy. The Party receiving the request must respond to the other Party within ten (10) business days by accepting, rejecting or modifying the mediation request. The costs of mediation shall be borne equally by the Parties. Any mediation shall be held in Tucson, Arizona for the convenience of the Parties.

15.16 Corporate Compliance Program. As required by the Deficit Reduction Act of 2005, TMC and its Affiliates provide employees, contractors, and agents of TMC and its Affiliates with information about its policies and procedures in the detection and prevention of fraud, waste, and abuse, and applicable summaries of Federal and State Laws. TMC has in place a Corporate Compliance Program to ensure compliance with Federal, State, and local laws and regulations. The Physician will provide the Services in accordance with TMC's Corporate Compliance Program. Corporate compliance policies are available on request.

HOSPITAL:  
Tucson Medical Center

AGENCY:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Mark Burneleit  
Title: Fire Chief  
Telephone: (520) 432-4110  
Email: mburneleit@bisbeeaz.gov

## EMS MEDICAL DIRECTION PLAN

## General Conditions

Base Hospital will comply with all aspects of Title 9, chapter 25, Article 2 of the Arizona Administrative Code ("AAC").

- I. **Personnel Assignment.** The Agency will comply with the personnel assignment requirements as detailed in Article 2. Agency's personnel assigned to the Base Hospital will be designated as follows: Certified EMS personnel as specified on current BLS/ALS Duty Rosters provided by the Agency. Additional EMS personnel may be assigned to the Base Hospital, as specified on Duty Rosters. **This does not include first responders. This Agreement does not provide medical oversight for personnel certified or otherwise trained below the level of EMT-Basic.**
  - A. The Agency will not concurrently assign personnel to any other Base Hospital for the purpose of receiving administrative medical direction, as specified in Article 2 of AAC. All personnel assigned for duty will have current state certification, CPR, and ACLS, as required. The agency will provide a current list of assigned personnel to the base hospital every three (3) months. Information on the roster will include expiration dates for certification, CPR and ACLS, as required. Personnel shall be immediately withdrawn from duty by the Agency should any state-required certifications lapse and the Base Hospital will be notified immediately.
  - B. The Agency shall notify the Base Hospital with thirty (30) days of any personnel who are being reassigned to another facility or deleted from duty rosters. The Agency shall notify the Base Hospital with ten (10) working days of any personnel newly assigned to the Base Hospital for administrative medical direction.
  - C. The Agency will comply with the working communication equipment as detailed in Article 2. The Agency will provide field units with equipment, which will allow Base Hospital medical direction direct communication with emergency medical technicians.
- II. **State Guidelines for Medical Direction Plans.**
  - A. Arizona State Administrative Rules, Medical Direction Plan, and Base Hospital Policies shall guide the activities of the Agency and Base Hospital Medical Direction authorities, both on line and administratively. In accordance with Article 2, shall include treatment, triage assessment, and communications protocols.
- III. **Medical Direction Protocols.**
  - A. This Medical Direction Plan and Base Hospital Policies and Protocols are intended to serve as guidelines for both the directing physician and the responding EMS personnel at an emergency scene, until transfer of the patient to a receiving facility or another Medical Direction authority occurs.
- IV. **Drug Control.**
  - A. The current Arizona Department of Health Services Revised Drug Lists and Drug Box Implementation Procedures are to be considered binding on the Agency and the Base Hospital. The Drug List(s) and Drug Box Implementation Procedures may be modified without amendment to this Agreement, so long as the modifications are in writing and in accordance with Arizona Department of Health Services (ADHS). Drug box contents shall, at all times, be considered property of the Base Hospital and subject to the re-supply and restocking policies of the hospital. Security of the drug box is the sole responsibility of the Agency and their policies must adhere to ADHS. The drug box shall be considered property of the purchasing party.
  - B. The Base Hospital agrees to restock drugs when expended in the delivery of patient care. The billing will be carried out by the party restocking the box.
  - C. The Agency agrees that their drug box security policies shall adhere to those of the Base Hospital and ADHS. The Agency agrees that the drug box will be secured in a locked cabinet on the vehicle, or will be secured in a locked box at the station, as appropriate. Drugs and ALS supplies shall be administered only by state-certified ALS personnel, only within the conduct and scope of their training and only as part of providing emergency treatment to their patients.

- D. The Agency further agrees that, upon arrival at the receiving hospital, EMS personnel shall remain with the patient until patient care has been assumed by nursing personnel at the receiving facility and a verbal report of patient condition has been given. A complete, signed first care form will be left for the patient's medical record. An itemized list of all drugs, drug wastage, and procedures used in the treatment of the patient will be documented on the form. In addition, a signature from an authorized staff RN or physician, indicating a transfer of care, will be obtained.
- E. A copy of the first care form for each and every EMS patient encounter by personnel assigned to the Base Hospital under this agreement will be submitted to the Prehospital Manager monthly for administrative review as indicated by the Prehospital QA/CQI Review process of the Base Hospital.

**V. Education and Quality Review.**

- A. The Agency will assist the Base Hospital with information collection and analysis for Quality Assurance Review of Medical Direction concerns. Each Agency shall designate one representative of each level of EMS provider employed with said Agency to assist with the Quality Improvement Process.
- B. While safeguarding the provisions of hospital, agency and patient privacy and budgetary constraints, the Base Hospital will assist in providing patient outcome data when requested by the Agency, in conjunction with its Medical Director, for study and evaluation of prehospital EMS safety and efficacy.
- C. The Agency and Base Hospital will comply with prehospital training experience requirements as outlined in Article 2 and Base Hospital Policies.
  - 1) The Base Hospital shall provide for at least the minimum annual field experience or case review equivalency where applicable under EMS statutes and regulations, for all individuals who function as the Base Hospital's Medical Direction authorities or intermediaries. The Agency shall provide the prehospital experience requirements for Base Hospital Emergency Department personnel.
  - 2) The Base Hospital shall conduct at least the minimum formal prehospital care review and prehospital care continuing education for prehospital EMS personnel administratively assigned to the Base Hospital by the Agency, as outlined by EMS statutes and regulations. This shall include training for any new ADHS approved required treatment, protocol, or drug within 90 days of receiving notification from the department that the training has been adopted. The Base Hospital program shall provide for supervised clinical training to be used for continuing education required for Arizona Department of Health Services (ADHS) recertification. A schedule of such meetings shall be provided to the Agency regularly. Assigned EMS personnel should attend a minimum of four (4) of the required twelve (12) case reviews/base hospital lectures at their assigned Base Hospital during each recertification period.
  - 3) The Base Hospital and Agency shall participate in the Prehospital Care Committees. This Committee shall, in addition to duties required by EMS Regulations, assure appropriate case reviews of EMS encounters and on-line medical direction.
  - 4) The Agency shall notify the Base Hospital, in writing, ten (10) days prior to sponsoring Advanced Training/Permissive Skills courses. Included in the notification will be a prospective course roster, dates, location, and course objectives/outline per current certified state curriculum. The Agency will also inform EMS personnel of the Base Hospital's policy regarding use of the particular Advanced Skill. Final course roster, program dates, location, and course objectives/outline will be submitted to the Base Hospital as proof of successful course completion.

**VI. Other Supporting Services.**

- A. Policy for Direct Exchange Items used in patient care:
  - 1) Items that will be directly exchanged with the Agency's EMS personnel will include:
    - a) Linen will be directly exchanged with EMS personnel in equivalent quality and numbers.
- B. Communicable Disease Notification Policy.
  - 1) The Base Hospital and the Agency agree to adhere to the sub-regional Infectious Disease Notification protocol. Upon gaining confirmation that EMS personnel were exposed to a potentially infectious disease or bio-hazardous waste, the hospital's infection control department

will notify the Agency's designated infection control officer as soon as possible. Documentation and follow-ups of bio-hazardous exposures shall be in accordance with regional, state, and federal regulations. The Prehospital Manager will act as liaison if necessary.

**C. Bio-hazardous Waste Management:**

- 1) Appropriate handling and disposal of bio-hazardous waste will be expected of all personnel.
- 2) The Agency, pursuant to the Infection Control Manual, has authority to package contaminated waste generated during patient care and dispose of in appropriate receptacles at the Base Hospital. The Base Hospital will dispose of the waste per their waste management protocols.

**D. Soiled Retrievable Items:**

- 1) Retrievable items belonging to the Agency, such as MAST suits, traction splints, KED, and spine boards, that are soiled and/or must remain with the patient, shall be accounted for, cleaned of gross contaminants, and stored by hospital staff once removed from the patient. Agency EMS personnel will arrange to pick up items as quickly as possible.

**VII. Problem-Solving and Grievance Procedure.**

The Agency and Base Hospital agree to jointly address problems which may arise concerning the performance, competence, or medical inter-relationships of EMS personnel and Emergency Department personnel. This shall also include a procedure for suspension/withdrawal of Medical Direction. Problem-solving and grievance procedures are outlined in Base Hospital policy. All agencies and EMS personnel agree to the conditions outlined therein.