

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, MAY 15, 2018 AT 7:00 PM IN THE COCHISE COUNTY BOARD OF SUPERVISORS HEARING ROOM, 1415 MELODY LANE, BUILDING G, BISBEE, ARIZONA.

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

ROLL CALL

**COUNCIL**

Councilmember Anna Cline, Ward III  
Councilmember Joan Hansen, Ward II  
Councilmember Frank Davis, Ward I  
Mayor David M. Smith  
Councilmember Bill Higgins, Ward I  
Councilmember Douglas Dunn, Ward II, Mayor Pro Tempore  
Councilmember Gabe Lindstrom, Ward III

**STAFF**

Robert Smith, City Manager  
Ashlee Coronado, City Clerk  
Keri Bagley, Finance Director  
Daniel Duchon, Personnel Director  
Andy Haratyk, Public Works Director  
Albert Echave, Police Chief  
George Castillo, Fire Chief

**CITY ATTORNEY**

Britt Hanson

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 Resignation of Audrey "Luche" Giacomino from the Streets and Infrastructure Committee.  
Ashlee Coronado, City Clerk

- B. Approval of the Park Facility and Right of Way Use Permit for the use of Vista Park for Movies in the Park on Saturday, May 19, 2018 from 5:00PM to 11:00PM.  
Ashlee Coronado, City Clerk
- C. Approval of the Park Facility and Right of Way Use Permit for the use of Vista Park for Movies in the Park on Saturday, June 9, 2018 from 5:00PM to 11:00PM.  
Ashlee Coronado, City Clerk
- D. Approval of the Park Facility and Right of Way Use Permit for the use of Grassy Park with surrounding parking for the Bisbee Pride Vendor Fair of Friday, June 15, 2018 and Saturday, June 16, 2018 from 9:00am to 2:00pm and on Sunday, June 17, 2018 from 9:00am to 12:00pm.  
Ashlee Coronado, City Clerk
- E. Approval of the Park Facility and Right of Way Use Permit for the use of City Park, the Storage Room below and one parking space for the Bisbee Pride Children's Activities from Friday, June 15, 2018 at 8:00am to Sunday, June 17, 2018 at 12:00pm.  
Ashlee Coronado, City Clerk
- F. Approval of the Park Facility and Right of Way Use Permit for the use of Goar Park with four parking spaces for the Bisbee Pride's Day Stage: Amplified Music/Talk on Friday, June 15, 2018 and on Saturday, June 16, 2018 from 9:00am to 8:00pm.  
Ashlee Coronado, City Clerk
- G. Approval of the Park Facility and Right of Way Use Permit for the use of 100 Tombstone Canyon to City Park for the Bisbee Pride Parade on Saturday, June 16, 2018 from 9:00am to 11:30am.  
Ashlee Coronado, City Clerk
- H. Approval of the Park Facility and Right of Way Use Permit for the use of several streets for the Coaster Race Trial Run on June 30<sup>th</sup>, and pre-sets July 3<sup>rd</sup> and for the race on July 4, 2018.  
Ashlee Coronado, City Clerk
- I. Approval of a Special Event Liquor License Application submitted by Bisbee Pride, Inc. for an event to be held at Grassy Park on Friday, June 15, 2018 from 12:00pm to 8:00pm and Saturday, June 16, 2018 from 10:00am to 8:00pm; Doreen Edwards, Applicant.  
Ashlee Coronado, City Clerk
- J. Approval of a Special Event Liquor License Application submitted by Turn Your Life Around for an event to be held at City Park located at 62 Brewery Ave, on Saturday, May 26, 2018 from Noon to 5:00pm; Sam Donaldson, Applicant.  
Ashlee Coronado, City Clerk

**OLD BUSINESS****NEW BUSINESS**

3. Presentation by University of Arizona Students on Results of a Parking Analysis.  
David M. Smith, Mayor

4. Discussion and Possible Direction to Staff on a petition received from Alice Hammers regarding Banking Locally.

David M. Smith, Mayor

5. Public Hearing and Discussion and Possible Approval of Resolution R-18-07 proposing an Extension of the Alternative Expenditure Limitation and Authorizing the submittal of this proposition to the Electorate at the Election to be held on August 28, 2018.

Keri Bagley, Finance Director

6. Discussion and Possible Approval to purchase an Emergency Replacement SCADA Computer and required programming from Aqua Aerobic Systems for use at the Wastewater Plant for a total cost of \$33,451.00.

Andy Haratyk, Public Works Director

7. Discussion and Possible Approval of an IGA between the City of Bisbee and Cochise County Fleet Services for Maintenance and Repairs on City Vehicles to include Fleet Services, Light Fleet Division, IGA Proposal to City of Bisbee.

Robert E. Smith, City Manager

8. Discussion and Possible Approval of a Real Property Lease Agreement for Santiago's Sidewalk to be used for Outdoor Seating for a period of ten years.

Robert E. Smith, City Manager

9. Discussion and Possible Approval of an Intergovernmental Agreement with Cochise County for Election Supplies and Services.

Ashlee Coronado, City Clerk

10. City Manager's Report:

- Other current events (No Discussion)

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

- Councilmember Higgins would like to comment on the upcoming Bisbee Arts Commission fundraiser on May 19<sup>th</sup>.

**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 1415 W. Melody Lane. Bldg. G, Bisbee.**

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

#1

CITY OF BISBEE  
FINANCE DEPARTMENT

Payment Approval Report - By GL COB  
Report dates: 4/27/2018-5/10/2018

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Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>518</b>					
<b>GENERAL FUND</b>					
<b>10-2021005 AFLAC INSURANCE PAYABLE</b>					
GENERAL FUND	AFLAC	328040	AFLAC-APR 18	05/01/2018	1,086.10
Total 10-2021005 AFLAC INSURANCE PAYABLE:					1,086.10
<b>FINANCE DEPARTMENT</b>					
<b>10-52-13100 BUSINESS TRAVEL</b>					
GENERAL FUND	OSBORN, CINDY	19-0430	REIMBURSEMENT/MILEAGE	04/30/2018	44.51
Total 10-52-13100 BUSINESS TRAVEL:					44.51
<b>10-52-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	SCANNER INK, CLEANING PADS	04/09/2018	63.62
Total 10-52-41500 OFFICE SUPPLIES:					63.62
<b>10-52-42020 PRINTING &amp; REPRODUCTION</b>					
GENERAL FUND	COPPER QUEEN PUBLISHING	20486	SEWER & GARBAGE BILLS	04/20/2018	400.78
Total 10-52-42020 PRINTING & REPRODUCTION:					400.78
<b>10-52-42040 ADVERTISING</b>					
GENERAL FUND	BISBEE OBSERVER	1005	PUBLIC NOTICE/BUDGET	04/17/2018	122.02
Total 10-52-42040 ADVERTISING:					122.02
<b>10-52-43500 POSTAGE &amp; METER TAPES</b>					
GENERAL FUND	POSTMASTER - BISBEE MAIN O	18-0503	MAIL S&G	05/03/2018	758.56
Total 10-52-43500 POSTAGE & METER TAPES:					758.56
<b>CITY CLERK</b>					
<b>10-53-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	130705034001	DRY ERASER EXPO	04/24/2018	2.05
Total 10-53-41500 OFFICE SUPPLIES:					2.05
<b>COMMUNITY DEVELOPMENT</b>					
<b>10-54-22550 SEWER &amp; GARBAGE - SHELTER</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/ANIMAL SHELTER	05/03/2018	57.20
Total 10-54-22550 SEWER & GARBAGE - SHELTER:					57.20
<b>10-54-42020 PRINTING &amp; REPRODUCTION</b>					
GENERAL FUND	WIST OFFICE PRODUCTS	1740345	STAMP	05/02/2018	24.82
Total 10-54-42020 PRINTING & REPRODUCTION:					24.82
<b>10-54-46542 ANIMAL SHELTER EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	23492	COOLER PUMP, ASPEN PADS, PUMP BASKET	05/07/2018	83.77
GENERAL FUND	AZ STATE PRISON Cmplx-DOU	D08133201804	DOC LABOR CREW/AS	05/01/2018	24.00
GENERAL FUND	B&D LUMBER & HARDWARE	159658	FLAPPER, ENTRY KNOB	05/07/2018	11.06
GENERAL FUND	BISBEE AUTO PARTS	168902	BRAKE ROTOR, OIL FILTER, BRAKE	05/01/2018	152.57
GENERAL FUND	GRASP HEATING & COOLING , I	14228	EVAPORATIVE COOLER SERVICE	04/27/2018	110.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-54-46542 ANIMAL SHELTER EXPENSES:</b>					<b>381.40</b>
<b>ADMINISTRATION &amp; GENERAL GOV'T</b>					
<b>10-55-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE DEPOT	130705034001	PAPER CLIPS	04/24/2018	2.32
<b>Total 10-55-41500 OFFICE SUPPLIES:</b>					<b>2.32</b>
<b>10-55-43500 POSTAGE</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	STAMPS.COM	04/09/2018	24.99
GENERAL FUND	BANK OF AMERICA	18-0409	POSTAGE	04/09/2018	250.00
GENERAL FUND	BANK OF AMERICA	18-0409	POSTAGE	04/09/2018	250.00
<b>Total 10-55-43500 POSTAGE:</b>					<b>524.99</b>
<b>10-55-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	WORKING LUNCH	04/09/2018	63.35
<b>Total 10-55-46000 OPERATIONAL EXPENSES:</b>					<b>63.35</b>
<b>10-55-46100 FIRE REPLACEMENT EXPENSE</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	WATER BOYS	04/09/2018	66.85
<b>Total 10-55-46100 FIRE REPLACEMENT EXPENSE:</b>					<b>66.85</b>
<b>PERSONNEL</b>					
<b>10-56-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	ICMA CONFERENCE	04/09/2018	16.62
<b>Total 10-56-13400 EDUCATION &amp; TRAINING:</b>					<b>16.62</b>
<b>10-56-42040 ADVERTISING</b>					
GENERAL FUND	BISBEE OBSERVER	1035	DISPLAY AD/EMPLOYMENT AD	04/26/2018	25.88
<b>Total 10-56-42040 ADVERTISING:</b>					<b>25.88</b>
<b>10-56-46100 FIRE REPLACEMENT EXPENSE</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	CLASSIFICATION FOLDERS	04/09/2018	255.24
<b>Total 10-56-46100 FIRE REPLACEMENT EXPENSE:</b>					<b>255.24</b>
<b>LEGAL SERVICES</b>					
<b>10-57-31100 PROFESSIONAL FEES - LEGAL</b>					
GENERAL FUND	COCHISE COUNTY ATTORNEY	134	IGA-LEGAL FEES	05/01/2018	5,000.00
<b>Total 10-57-31100 PROFESSIONAL FEES - LEGAL:</b>					<b>5,000.00</b>
<b>INFORMATION SYSTEMS</b>					
<b>10-59-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK QCC	1439019126	LONG DISTANCE	04/23/2018	100.64
<b>Total 10-59-24000 TELEPHONE &amp; FAX:</b>					<b>100.64</b>
<b>10-59-36000 MAINTENANCE &amp; SUPPORT AGREEMNTS</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	CLOUD STORAGE	04/09/2018	50.36

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-59-36000 MAINTENANCE &amp;SUPPORT AGREEMNTS:</b>					<b>50.36</b>
<b>POLICE DEPARTMENT</b>					
<b>10-62-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/POLICE	05/03/2018	153.56
<b>Total 10-62-22550 SEWER AND GARBAGE SERV.:</b>					<b>153.56</b>
<b>10-62-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	PRINTER	04/09/2018	93.98
GENERAL FUND	BANK OF AMERICA	18-0409	OFFICE SUPPLIES	04/09/2018	21.61-
<b>Total 10-62-41500 OFFICE SUPPLIES:</b>					<b>72.37</b>
<b>10-62-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	EXTERNAL CD/DVD DRIVE	04/09/2018	59.64
<b>Total 10-62-55000 EQUIPMENT REPAIR &amp; MAINT:</b>					<b>59.64</b>
<b>FIRE DEPARTMENT</b>					
<b>10-64-13100 BUSINESS TRAVEL</b>					
GENERAL FUND	VILLASENOR, RAUL	18-0430	REIMBURSEMENT-FUEL	04/30/2018	62.25
<b>Total 10-64-13100 BUSINESS TRAVEL:</b>					<b>62.25</b>
<b>10-64-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/FIRE STATION #2	05/03/2018	110.99
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/FIRE STATION #1	05/03/2018	110.99
<b>Total 10-64-22550 SEWER AND GARBAGE SERV.:</b>					<b>221.98</b>
<b>10-64-34000 CONTRACT SERVICES</b>					
GENERAL FUND	MMPC	18915	PEST CONTROL	04/06/2018	60.00
GENERAL FUND	MMPC	18018	PEST CONTROL	05/04/2018	30.00
GENERAL FUND	MMPC	18023	PEST CONTROL	05/04/2018	30.00
GENERAL FUND	XEROX CORPORATION	93101355	BASE CHARGE/FD	05/01/2018	181.34
<b>Total 10-64-34000 CONTRACT SERVICES:</b>					<b>301.34</b>
<b>10-64-45300 CUSTODIAL SUPPLIES</b>					
GENERAL FUND	ACE HARDWARE	23443	TOILET BOWL CLEANER, PINE SOL	05/02/2018	25.12
GENERAL FUND	ACE HARDWARE	23463	PINE SOL	05/04/2018	22.21
GENERAL FUND	ACE HARDWARE	23475	FLY PAPER, MAT	05/05/2018	48.61
GENERAL FUND	ACE HARDWARE	23491	BOWL CLNR	05/07/2018	6.70
<b>Total 10-64-45300 CUSTODIAL SUPPLIES:</b>					<b>102.64</b>
<b>10-64-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	23463	HOOK, COLD WELD, SPRING SNAP, CLAMP	05/04/2018	19.61
GENERAL FUND	ACE HARDWARE	23477	BULB	05/06/2018	1.85
GENERAL FUND	ACE HARDWARE	23491	PAINTBRUSH	05/07/2018	11.04
<b>Total 10-64-46000 OPERATIONAL EXPENSES:</b>					<b>32.50</b>
<b>10-64-46641 MEDICAL SUPPLIES</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	1807	OXYGEN & TANK RENTAL	04/30/2018	195.19

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	BOUND TREE MEDICAL, LLC	82853471	MEDICAL SUPPLIES/BFD	05/01/2018	9.19
Total 10-64-46641 MEDICAL SUPPLIES:					204.38
<b>10-64-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
GENERAL FUND	ROSENBAUER SOUTH DAKOTA	75144	SLOW CLOSE W/HANDLE, BALL VLV KIT	05/02/2018	638.05
Total 10-64-55000 EQUIPMENT REPAIR & MAINT:					638.05
<b>10-64-55200 NON CAP EQUIP PURCHASES</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	REFRIDGERATORS	04/09/2018	970.29
Total 10-64-55200 NON CAP EQUIP PURCHASES:					970.29
<b>10-64-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	BISBEE AUTO PARTS	167871	OIL FILTER, AIR FILTER	04/18/2018	78.22
GENERAL FUND	CITY OF SIERRA VISTA	2271	FLEET MAINTENANCE/BISBEE MED 811 M40159 AI	05/02/2018	3,988.78
Total 10-64-61000 VEHICLE PARTS & LABOR:					4,067.00
<b>10-64-62004 DIESEL</b>					
GENERAL FUND	SKY ISLAND FUELS	1010157	FUEL	04/30/2018	29.00
GENERAL FUND	SKY ISLAND FUELS	1010211	FUEL	05/01/2018	39.60
GENERAL FUND	SKY ISLAND FUELS	1010308	FUEL	05/01/2018	72.59
GENERAL FUND	SKY ISLAND FUELS	1010553	FUEL	05/03/2018	49.48
GENERAL FUND	SKY ISLAND FUELS	1010795	FUEL	05/05/2018	42.89
GENERAL FUND	SKY ISLAND FUELS	1010999	FUEL	05/06/2018	33.02
GENERAL FUND	SKY ISLAND FUELS	1011070	FUEL	05/07/2018	46.00
GENERAL FUND	SKY ISLAND FUELS	1011071	FUEL	05/07/2018	61.72
GENERAL FUND	SKY ISLAND FUELS	1011162	FUEL	05/07/2018	35.00
GENERAL FUND	SKY ISLAND FUELS	1011272	FUEL	05/08/2018	60.40
GENERAL FUND	SKY ISLAND FUELS	1019860	FUEL	04/28/2018	58.00
GENERAL FUND	SKY ISLAND FUELS	1019866	FUEL	04/28/2018	24.00
GENERAL FUND	SKY ISLAND FUELS	1019868	FUEL	04/28/2018	66.85
GENERAL FUND	SKY ISLAND FUELS	1019869	FUEL	04/28/2018	54.91
Total 10-64-62004 DIESEL:					674.46
<b>CITY MAGISTRATE</b>					
<b>10-68-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	AMBROSE, ADAM	83	CONTRACT SERVICES	05/01/2018	500.00
GENERAL FUND	AMBROSE, ADAM	84	CONTRACT SERVICES	05/15/2018	500.00
Total 10-68-31000 PROFESSIONAL FEES:					1,000.00
<b>CEMETERY</b>					
<b>10-70-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/CEMETARY	05/03/2018	57.20
Total 10-70-22550 SEWER AND GARBAGE SERV.:					57.20
<b>BUILDING &amp; MAINTENANCE</b>					
<b>10-74-34000 CONTRACT SERVICES</b>					
GENERAL FUND	CULLIGAN OF TUCSON	112X35665603	DRINKING WATER	04/30/2018	28.26
Total 10-74-34000 CONTRACT SERVICES:					28.26

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-74-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BISBEE PLUMBING LLC	6567	CLEARING MAIN SEWER LINE	04/27/2018	1,452.00
Total 10-74-46000 OPERATIONAL EXPENSES:					1,452.00
<b>10-74-46100 FIRE EXPENSE</b>					
GENERAL FUND	AHERN RENTALS	18828309-1	ENGINEERING REPORT	04/18/2018	2,519.13
Total 10-74-46100 FIRE EXPENSE:					2,519.13
<b>PUBLIC WORKS ADMINISTRATION</b>					
<b>10-75-13100 BUSINESS TRAVEL</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	PARKING	04/09/2018	12.00
GENERAL FUND	BANK OF AMERICA	18-0409	MEAL/ROADS & BRIDGES CONFERENCE	04/09/2018	46.58
Total 10-75-13100 BUSINESS TRAVEL:					58.58
<b>10-75-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/PUBLIC WORKS	05/03/2018	87.43
Total 10-75-22550 SEWER AND GARBAGE SERV.:					87.43
<b>10-75-42020 PRINTING &amp; REPRODUCTION</b>					
GENERAL FUND	COPPER QUEEN PUBLISHING	20498	BUSINESS CARDS	04/26/2018	18.82
Total 10-75-42020 PRINTING & REPRODUCTION:					18.82
<b>10-75-42050 NON CAP ADMIN EQUIP/FURN</b>					
GENERAL FUND	BANK OF AMERICA	18-0409	LAPTOP BAG	04/09/2018	15.33
Total 10-75-42050 NON CAP ADMIN EQUIP/FURN:					15.33
<b>10-75-45300 CUSTODIAL SUPPLIES</b>					
GENERAL FUND	WAXIE SANITARY SUPPLY	77417976	JANITORIAL SUPPLIES	04/26/2018	51.72
GENERAL FUND	WAXIE SANITARY SUPPLY	77418041	JANITORIAL SUPPLIES	04/26/2018	548.88
Total 10-75-45300 CUSTODIAL SUPPLIES:					600.60
<b>10-75-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	23382	EXT CORDS	04/24/2018	10.95
Total 10-75-46000 OPERATIONAL EXPENSES:					10.95
<b>GARAGE</b>					
<b>10-77-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/GARAGE	05/03/2018	99.77
Total 10-77-22550 SEWER AND GARBAGE SERV.:					99.77
<b>10-77-34000 CONTRACT SERVICES</b>					
GENERAL FUND	BARCO'S ICE	1197	ICE/ RENTAL	11/30/2017	382.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	1808	TANK RENTAL/ GARAGE	04/30/2018	37.70
GENERAL FUND	CULLIGAN OF TUCSON	112X35649201	DRINKING WATER	04/30/2018	273.38
GENERAL FUND	UNIFIRST CORPORATION	3100895864	UNIFORMS/GAR	04/25/2018	17.91
GENERAL FUND	UNIFIRST CORPORATION	3100897040	UNIFORMS/GAR	05/02/2018	36.55

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Total 10-77-34000 CONTRACT SERVICES:</b>					<b>747.54</b>
<b>10-77-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
GENERAL FUND	BISBEE AUTO PARTS	169224	CAR POLISH, MULTIMETER	05/04/2018	46.95
<b>Total 10-77-45100 DISPOSABLE EQUIP &amp; TOOLS:</b>					<b>46.95</b>
<b>10-77-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BISBEE AUTO PARTS	168521	OIL	04/25/2018	4.30
<b>Total 10-77-46000 OPERATIONAL EXPENSES:</b>					<b>4.30</b>
<b>10-77-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	BISBEE AUTO PARTS	168848	BLSTR PK MINIATURES	04/30/2018	3.10
<b>Total 10-77-61000 VEHICLE PARTS &amp; LABOR:</b>					<b>3.10</b>
<b>PARKS</b>					
<b>10-80-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/GARFIELD PARK	05/03/2018	20.40
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/VISTA PARK	05/03/2018	57.20
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/MAIN STREET PARK	05/03/2018	68.00
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/POOL	05/03/2018	68.00
<b>Total 10-80-22550 SEWER AND GARBAGE SERV.:</b>					<b>213.60</b>
<b>10-80-34000 CONTRACT SERVICES</b>					
GENERAL FUND	LAL ENTERPRISES, INC	25949	PORTA POTS	04/30/2018	126.00
GENERAL FUND	UNIFIRST CORPORATION	3100895865	UNIFORMS/PARKS	04/25/2018	17.22
GENERAL FUND	UNIFIRST CORPORATION	3100897041	UNIFORMS/PARKS	05/02/2018	63.75
<b>Total 10-80-34000 CONTRACT SERVICES:</b>					<b>206.97</b>
<b>10-80-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON Cmplx-DOU	D08134201804	DOC LABOR CREW/PKS	05/01/2018	244.00
<b>Total 10-80-34100 DOC WORKERS:</b>					<b>244.00</b>
<b>10-80-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
GENERAL FUND	ACE HARDWARE	156619	POWER SCREWDRIVER BIT, BACKER ROD	05/01/2018	32.04
GENERAL FUND	ACE HARDWARE	23480	HEDGE TRIMMER	05/06/2018	3.28
GENERAL FUND	B&D LUMBER & HARDWARE	159382	PRUNER, ENGINE OIL	04/24/2018	67.05
<b>Total 10-80-45100 DISPOSABLE EQUIP &amp; TOOLS:</b>					<b>102.37</b>
<b>10-80-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	23375	GAS CAN	04/24/2018	15.83
GENERAL FUND	ACE HARDWARE	23390	LIME REMOVER	04/26/2018	16.75
GENERAL FUND	ACE HARDWARE	23411	SPACKLE, LIQUID NAILS, SCREWS	04/29/2018	53.97
GENERAL FUND	ACE HARDWARE	23429	BCKRD F, GAP & JNT	05/01/2018	11.10
GENERAL FUND	B&D LUMBER & HARDWARE	159559	CONCRETE ADDITIVE	05/02/2018	17.55
<b>Total 10-80-46000 OPERATIONAL EXPENSES:</b>					<b>115.20</b>
<b>10-80-48802 LANDSCAPING MATERIALS</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	159429	AMMONIUM SULFATE	04/25/2018	31.19

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-80-46802 LANDSCAPING MATERIALS:					31.19
<b>SWIMMING POOL</b>					
<b>10-81-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
GENERAL FUND	ACE HARDWARE	23420	DRILL BIT, CIRCULAR SAW	04/30/2018	74.03
GENERAL FUND	B&D LUMBER & HARDWARE	159489	UTILITY BAR, CLEAN BLADE, MALLET, SCRAPER	04/28/2018	80.79
GENERAL FUND	B&D LUMBER & HARDWARE	159591	9N1 TOOL	05/03/2018	15.59
GENERAL FUND	B&D LUMBER & HARDWARE	159596	SANDPAPER, NOSE PLIERS	05/03/2018	8.18
Total 10-81-45100 DISPOSABLE EQUIP & TOOLS:					178.59
<b>10-81-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	ACE HARDWARE	23405	BCKRD F, SEALER CONCRETE	04/28/2018	15.19
GENERAL FUND	ACE HARDWARE	23407	LIGHT BULBS, CLIPS, PINS	04/29/2018	29.32
GENERAL FUND	ACE HARDWARE	23417	MORTAR, CONCRETE CRACK, SCREWS	04/30/2018	48.17
GENERAL FUND	ACE HARDWARE	23470	HTH CHLOR TABS	05/05/2018	121.09
GENERAL FUND	ACE HARDWARE	23482	CREDIT	05/07/2018	19.72
GENERAL FUND	ACE HARDWARE	23488	SEALANT MORTAR, CAULK	05/07/2018	82.93
GENERAL FUND	B&D LUMBER & HARDWARE	159505	FOAM CAULK SAVER	04/30/2018	4.87
GENERAL FUND	B&D LUMBER & HARDWARE	159666	SUB CLEANER, TOP SOIL	05/07/2018	16.56
GENERAL FUND	LESLIE'S POOL SUPPLY , INC	649-001-3940	TEST STRIPS, POWDER GRANULAR	04/25/2018	486.97
GENERAL FUND	PATIO POOLS & SPAS	517855-1	PAINT	05/02/2018	1,340.84
Total 10-81-46000 OPERATIONAL EXPENSES:					2,126.22
<b>10-81-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	PATIO POOLS & SPAS	516522-1	PAINT	04/25/2018	316.20
Total 10-81-50100 BLDG REPAIR & MAINT:					316.20
<b>10-81-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
GENERAL FUND	LESLIE'S POOL SUPPLY , INC	649-001-4008	PUMP SEAL	04/27/2018	382.24
Total 10-81-55000 EQUIPMENT REPAIR & MAINT:					382.24
<b>LIBRARY</b>					
<b>10-83-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/LIBRARY	05/03/2018	110.99
Total 10-83-22550 SEWER AND GARBAGE SERV.:					110.99
<b>10-83-34000 CONTRACT SERVICES</b>					
GENERAL FUND	RICOH USA, INC	5053249318	COPIER MAINT AGRMNT/LIB	05/01/2018	102.02
GENERAL FUND	XEROX CORPORATION	93101356	BASE CHARGE/LIB	05/01/2018	53.62
Total 10-83-34000 CONTRACT SERVICES:					155.64
<b>10-83-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	AMAZON	455439967343	LIBRARY SUPPLIES	03/14/2018	97.22
GENERAL FUND	AMAZON	547835539985	LIBRARY SUPPLIES	03/20/2018	12.22
GENERAL FUND	BROADART CO.	499340	LIBRARY CARDS	04/27/2018	147.85
GENERAL FUND	DEMCO INCORPORATED	81000835	LABELS	04/25/2018	126.66
Total 10-83-41500 OFFICE SUPPLIES:					383.95

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-83-43500 POSTAGE</b>					
GENERAL FUND	PITNEY BOWES	1006928983	POSTAGE METER SVC /LIB	03/27/2018	65.56
GENERAL FUND	PITNEY BOWES	18-0419	POSTAGE/LIB	04/19/2018	66.00
Total 10-83-43500 POSTAGE:					131.56
<b>10-83-46831 BOOKS</b>					
GENERAL FUND	AMAZON	468338453957	BOOKS	04/07/2018	155.40
GENERAL FUND	AMAZON	498558875445	BOOKS	03/30/2018	12.58
GENERAL FUND	AMAZON	667669536749	BOOKS	03/08/2018	11.81
GENERAL FUND	AMAZON	684564658955	BOOKS	03/15/2018	17.71
GENERAL FUND	AMAZON	697547433537	BOOKS	03/23/2018	11.50
GENERAL FUND	AMAZON	764635653893	BOOKS	03/22/2018	309.32
GENERAL FUND	AMAZON	854668785949	BOOKS	03/10/2018	48.94
GENERAL FUND	AMAZON	854879644834	BOOKS	03/19/2018	14.66
Total 10-83-46831 BOOKS:					581.92
<b>10-83-46832 AUDIO VISUAL MATERIAL</b>					
GENERAL FUND	AMAZON	477833367545	DVDS	03/12/2018	78.23
Total 10-83-46832 AUDIO VISUAL MATERIAL:					78.23
<b>10-83-46834 PERIODICALS</b>					
GENERAL FUND	AMAZON	439497487954	MAGAZINE SUBSCRIPTION	04/08/2018	63.90
GENERAL FUND	AMAZON	439549857973	MAGAZINE SUBSCRIPTION	03/28/2018	398.28
GENERAL FUND	AMAZON	446984967454	MAGAZINE SUBSCRIPTION	03/28/2018	219.80
GENERAL FUND	AMAZON	458476544474	MAGAZINE SUBSCRIPTION	03/28/2018	62.00
GENERAL FUND	AMAZON	463377597977	MAGAZINE SUBSCRIPTION	03/28/2018	103.95
GENERAL FUND	AMAZON	464556686835	MAGAZINE SUBSCRIPTION	03/28/2018	234.87
GENERAL FUND	AMAZON	737777347749	MAGAZINE SUBSCRIPTION	03/28/2018	24.95
Total 10-83-46834 PERIODICALS:					1,107.75
<b>SENIOR CITIZENS CENTER</b>					
<b>10-85-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/SENIOR CENTER	05/03/2018	68.00
Total 10-85-22550 SEWER AND GARBAGE SERV.:					68.00
<b>10-85-34085 COORDINATOR CONTRIBUTIONS</b>					
GENERAL FUND	BISBEE SENIOR ASSOCIATION	72	MONTHLY CONTRIBUTION	05/01/2018	616.63
Total 10-85-34085 COORDINATOR CONTRIBUTIONS:					616.63
<b>10-85-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON Cmplx-Dou	D08131201804	DOC LABOR CREW/SC	05/01/2018	8.00
Total 10-85-34100 DOC WORKERS:					8.00
<b>10-85-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	GRASP HEATING & COOLING , I	14234	AIR FILTERS, LABOR	04/27/2018	162.50
Total 10-85-50100 BLDG REPAIR & MAINT:					162.50
<b>GENERAL GOVERNMENT GRANTS</b>					

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GRANT EXP - GENERAL GOVT</b>					
<b>11-40-22522 TINTOWN PAVING &amp; IMPR PHASE 1</b>					
GENERAL GOVERNMENT GRANTS	SEAGO	18-0502	CDBG-BAKERVILLE/ CONTRACT #129-17	05/02/2018	2,000.00
Total 11-40-22522 TINTOWN PAVING & IMPR PHASE 1:					2,000.00
<b>TRANSIENT ROOM TAX FUND EXPENDITURES</b>					
<b>20-40-13100 BUSINESS TRAVEL</b>					
TRANSIENT ROOM TAX	LURIA, JENNIFER	18-0504	REIMBURSEMENT/MILEAGE	05/04/2018	544.32
Total 20-40-13100 BUSINESS TRAVEL:					544.32
<b>20-40-13101 BUSINESS TRAVEL-OVERNIGHT DEST</b>					
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	LODGING/PRIDE EVENT	04/09/2018	424.42
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	INTERNATIONAL TRANSACTION FEE	04/09/2018	2.60
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	DECORATIONS, GIFTS	04/09/2018	92.87
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	LODGING/SONORA EXPO	04/09/2018	86.39
Total 20-40-13101 BUSINESS TRAVEL-OVERNIGHT DEST:					606.28
<b>20-40-42021 PRINTING &amp; REPRO OVERNIGHT DES</b>					
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	DISCOVER BISBEE CARDS	04/09/2018	123.03
Total 20-40-42021 PRINTING & REPRO OVERNIGHT DES:					123.03
<b>20-40-42041 ADVERTISING-OVERNIGHT DEST</b>					
TRANSIENT ROOM TAX	TRIP ADVISOR LLC	807059547699	BANNER ADS FOR WEBSITE	12/12/2017	425.00
Total 20-40-42041 ADVERTISING-OVERNIGHT DEST:					425.00
<b>20-40-43500 POSTAGE</b>					
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	POSTAGE	04/09/2018	12.59
Total 20-40-43500 POSTAGE:					12.59
<b>20-40-46000 OPERATIONAL EXPENSES</b>					
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	PARTY CITY	04/09/2018	59.63
TRANSIENT ROOM TAX	BANK OF AMERICA	18-0409	WIX SOCIAL MEDIA APP	04/09/2018	4.95
Total 20-40-46000 OPERATIONAL EXPENSES:					64.58
<b>20-40-46001 OPERATIONAL EXP-OVERNIGHT DEST</b>					
TRANSIENT ROOM TAX	LURIA, JENNIFER	18-0424	REIMBURSEMENT/HOSTED CCTC MEETING	04/24/2018	26.97
Total 20-40-46001 OPERATIONAL EXP-OVERNIGHT DEST:					26.97
<b>STREETS FUND EXPENDITURES</b>					
<b>21-40-21000 ELECTRIC</b>					
STREETS	AZ PUBLIC SERVICE (2 of 3)	1032111000-0	AZ STREET ST. LIGHTS	05/09/2018	5,049.38
STREETS	AZ PUBLIC SERVICE (3 of 3)	AR0480006067	STREET LIGHT BILLING	04/30/2018	1,761.71
Total 21-40-21000 ELECTRIC:					6,811.09
<b>21-40-34000 CONTRACT SERVICES</b>					
STREETS	UNIFIRST CORPORATION	3100895855	UNIFORMS/STR	04/25/2018	120.98

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
STREETS	UNIFIRST CORPORATION	3100897030	UNIFORMS/STR	05/02/2018	30.16
Total 21-40-34000 CONTRACT SERVICES:					151.14
<b>21-40-34100 DOC WORKERS</b>					
STREETS	AZ STATE PRISON CMLPX-DOU	D08116201804	DOC LABOR CREW/STR	05/01/2018	112.00
Total 21-40-34100 DOC WORKERS:					112.00
<b>21-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
STREETS	ACE HARDWARE	23402	TIEDOWN RACHET	04/26/2018	35.38
STREETS	B&D LUMBER & HARDWARE	159454	RATCHET	04/26/2018	43.88
STREETS	B&D LUMBER & HARDWARE	159498	20" BAR, COMB WRENCH	04/30/2018	156.54
Total 21-40-45100 DISPOSABLE EQUIP & TOOLS:					235.80
<b>21-40-46000 OPERATIONAL EXPENSES</b>					
STREETS	ACE HARDWARE	23437	GLOVES, PENS	05/02/2018	9.10
STREETS	ACE HARDWARE	23459	VLV BALLFP	05/04/2018	18.61
STREETS	ACE HARDWARE	23483	VLV BALLFP	05/07/2018	14.89
STREETS	B&D LUMBER & HARDWARE	159383	CABLE	04/24/2018	117.75
STREETS	B&D LUMBER & HARDWARE	159503	DUCT TAPE	04/30/2018	5.60
STREETS	B&D LUMBER & HARDWARE	159506	WASP & HORNET SPRAY	04/30/2018	5.83
STREETS	B&D LUMBER & HARDWARE	159523	PREMIX CONCRETE	05/01/2018	48.79
STREETS	B&D LUMBER & HARDWARE	159586	MARKING PAINT	05/03/2018	5.84
STREETS	B&D LUMBER & HARDWARE	159623	BALL VALVE	05/04/2018	22.40
STREETS	B&D LUMBER & HARDWARE	159645	BALL VALVES	05/07/2018	6.63
STREETS	BANK OF AMERICA	18-0409	PROPANE TANK REPAIR	04/09/2018	288.84
STREETS	FASTENAL COMPANY	AZSVA2438	CREDIT	04/24/2018	453.81-
STREETS	SOUTHWEST CRANE	10989	LOAD STATUE	05/03/2018	600.00
Total 21-40-46000 OPERATIONAL EXPENSES:					690.47
<b>21-40-46210 STREET REPAIR MAT - SALES TAX</b>					
STREETS	WESTERN EMULSIONS, INC	14-354526	TACK OIL	04/24/2018	2,237.05
STREETS	WESTERN EMULSIONS, INC	14-354527	TACK OIL	04/24/2018	847.53
Total 21-40-46210 STREET REPAIR MAT - SALES TAX:					3,084.58
<b>21-40-61000 VEHICLE PARTS &amp; LABOR</b>					
STREETS	BISBEE AUTO PARTS	168400	MUD FLAPS	04/24/2018	17.86
STREETS	BISBEE AUTO PARTS	168606	D-RING	04/30/2018	96.27
STREETS	BISBEE AUTO PARTS	168654	CONNECTOR	04/30/2018	16.42
Total 21-40-61000 VEHICLE PARTS & LABOR:					130.55
<b>21-40-62002 TIRES</b>					
STREETS	W R RYAN - FIRESTONE	T11663	TIRES	04/27/2018	139.00
STREETS	W R RYAN - FIRESTONE	T11664	TIRES	04/27/2018	139.00
Total 21-40-62002 TIRES:					278.00
<b>21-40-91000 CAPITAL EXPENDITURES</b>					
STREETS	FASTENAL COMPANY	AZSVA2451	GENERATOR	02/26/2018	3,591.72
Total 21-40-91000 CAPITAL EXPENDITURES:					3,591.72

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>RICO--DRUG ENFORCE/ASSET SHRG</b>					
<b>FUND EXPENDITURES</b>					
<b>39-40-50006 RICO - AUTHORIZED EXPENDITURES</b>					
RICO--DRUG ENFORCE/ASSET SHRG	BANK OF AMERICA	18-0409	UPS SHIPPING	04/09/2018	467.06
RICO--DRUG ENFORCE/ASSET SHRG	BANK OF AMERICA	18-0409	UPS SHIPPING	04/09/2018	84.45
RICO--DRUG ENFORCE/ASSET SHRG	BANK OF AMERICA	18-0409	UPS SHIPPING	04/09/2018	76.92
RICO--DRUG ENFORCE/ASSET SHRG	BANK OF AMERICA	18-0409	UPS SHIPPING	04/09/2018	999.34
RICO--DRUG ENFORCE/ASSET SHRG	BANK OF AMERICA	18-0409	UPS SHIPPING	04/09/2018	198.75
RICO--DRUG ENFORCE/ASSET SHRG	BANK OF AMERICA	18-0409	FUEL	04/09/2018	30.00
Total 39-40-50006 RICO - AUTHORIZED EXPENDITURES:					1,856.52
<b>BISBEE ARTS COMMISSION</b>					
<b>FUND EXPENDITURES</b>					
<b>42-40-46000 OPERATIONAL EXP (DONATIONS)</b>					
BISBEE ARTS COMMISSION	BANK OF AMERICA	18-0409	KITES	04/09/2018	285.49
BISBEE ARTS COMMISSION	BISBEE PETTY CASH	18-0508	ART AUCTION CHANGE DRAWER	05/08/2018	400.00
Total 42-40-46000 OPERATIONAL EXP (DONATIONS):					685.49
<b>MISC. DONATIONS</b>					
<b>FUND EXPENDITURES</b>					
<b>48-40-22521 SECRET SANTA DONATIONS-LIBRARY</b>					
MISC. DONATIONS	AMAZON	486787369799	SECRET SANTA REPLACEMENTS	03/12/2018	21.88
Total 48-40-22521 SECRET SANTA DONATIONS-LIBRARY:					21.88
<b>AIRPORT FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>50-40-22550 SEWER AND GARBAGE SERV.</b>					
AIRPORT FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/AIRPORT	05/03/2018	22.43
Total 50-40-22550 SEWER AND GARBAGE SERV.:					22.43
<b>50-40-23000 GAS</b>					
AIRPORT FUND	SOUTHWEST GAS CORPORATI	472016093602	GAS-AIRPORT RD	05/09/2018	62.68
Total 50-40-23000 GAS:					62.68
<b>SEWER FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>54-40-12300 UNIFORMS &amp; CLOTHING</b>					
SEWER FUND	FLORES, MARIO	18-0429	BOOT REIMBURSEMENT	04/29/2018	100.00
Total 54-40-12300 UNIFORMS & CLOTHING:					100.00
<b>54-40-13400 EDUCATION &amp; TRAINING</b>					
SEWER FUND	BANK OF AMERICA	18-0409	BACKFLOW CERTIFICATION CLASS	04/09/2018	1,210.00
Total 54-40-13400 EDUCATION & TRAINING:					1,210.00
<b>54-40-34000 CONTRACT SERVICES</b>					
SEWER FUND	UNIFIRST CORPORATION	3100895858	UNIFORMS	04/25/2018	64.21

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SEWER FUND	UNIFIRST CORPORATION	3100895857	UNIFORMS	04/25/2018	48.12
Total 54-40-34000 CONTRACT SERVICES:					112.33
<b>54-40-41500 OFFICE SUPPLIES</b>					
SEWER FUND	BISBEE OFFICE SUPPLY	110014	SHARPIES, PENS, PENCILS	05/07/2018	28.22
Total 54-40-41500 OFFICE SUPPLIES:					28.22
<b>54-40-42030 BOOKS &amp; REFERENCE MATERIALS</b>					
SEWER FUND	BANK OF AMERICA	18-0409	CREDIT	04/09/2018	70.09
SEWER FUND	BANK OF AMERICA	18-0409	TROUBLESHOOTING BOOK	04/09/2018	70.09
Total 54-40-42030 BOOKS & REFERENCE MATERIALS:					.00
<b>54-40-43120 OTHER FEES</b>					
SEWER FUND	AZ DEPT OF REVENUE	18-0507	RELEASED OFFSET FEES	05/07/2018	54.00
Total 54-40-43120 OTHER FEES:					54.00
<b>54-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
SEWER FUND	ACE HARDWARE	23178	SOCKET HEX BIT	03/29/2018	4.65
SEWER FUND	ACE HARDWARE	23396	HOSE FLEXOGEN	04/26/2018	33.64
SEWER FUND	ACE HARDWARE	23430	BOW SAW	05/01/2018	9.31
SEWER FUND	B&D LUMBER & HARDWARE	159513	SOCKET, ENG HAMMER	04/30/2018	37.33
SEWER FUND	POLLARD WATER	103949	REFLECTIVE TAPE	04/03/2018	225.71
Total 54-40-45100 DISPOSABLE EQUIP & TOOLS:					310.64
<b>54-40-45200 SAFETY EQUIP &amp; SUPPLIES</b>					
SEWER FUND	FASTENAL COMPANY	AZSVA2583	GLOVES	04/10/2018	45.85
Total 54-40-45200 SAFETY EQUIP & SUPPLIES:					45.85
<b>54-40-46000 OPERATIONAL EXPENSES</b>					
SEWER FUND	ACE HARDWARE	23383	TOWELS, DAWN, MOLD CONTROL	04/24/2018	25.10
SEWER FUND	ACE HARDWARE	23392	SHELF UNIT, TIE DOWN	04/26/2018	76.37
SEWER FUND	ACE HARDWARE	23416	METAL HOSE, NOZZLE, INSECT KILLER, TOWEL	04/30/2018	69.63
SEWER FUND	ACE HARDWARE	23431	PAPER TOWELS, SILICONE, WD	05/01/2018	24.19
SEWER FUND	B&D LUMBER & HARDWARE	159534	ANGLE BROOM, DAWN	05/01/2018	57.51
SEWER FUND	B&D LUMBER & HARDWARE	159540	PREMIX CONCRETE, LIQUID CEMENT	05/01/2018	55.61
SEWER FUND	BANK OF AMERICA	18-0409	LIEN RELEASES	04/09/2018	157.85
SEWER FUND	BANK OF AMERICA	18-0409	LIEN RELEASES	04/09/2018	108.14
SEWER FUND	BARNETT'S TOWING LLC	405756	TOWING OF FLATBED	04/01/2018	603.75
SEWER FUND	BISBEE AUTO PARTS	189012	DEGREASER, NITRILE DISP	05/02/2018	24.76
SEWER FUND	BISBEE AUTO PARTS	189518	BODY MITT, CAR WASH, TOWELS	05/08/2018	24.70
Total 54-40-46000 OPERATIONAL EXPENSES:					1,227.61
<b>54-40-46542 LAB SUPPLIES &amp; TESTING</b>					
SEWER FUND	LEGEND TECHNICAL SERVICE	1805942	TESTING FEES	04/26/2018	599.00
SEWER FUND	LEGEND TECHNICAL SERVICE	1805991	TESTING FEES	04/27/2018	152.00
SEWER FUND	USA BLUEBOOK	535740	GLOVES	04/04/2018	179.75
SEWER FUND	USA BLUEBOOK	551058	COREPRO SR/TOOL	04/20/2018	155.28
Total 54-40-46542 LAB SUPPLIES & TESTING:					1,086.03

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>54-40-46544 SLUDGE REMOVAL</b>					
SEWER FUND	COCHISE COUNTY TREASURE	24026	TIPPING FEES	04/30/2018	1,220.90
Total 54-40-46544 SLUDGE REMOVAL:					1,220.90
<b>54-40-50100 BLDG REPAIR &amp; MAINT</b>					
SEWER FUND	GRASP HEATING & COOLING , I	14151	SERVICED COOLERS	04/24/2018	182.50
Total 54-40-50100 BLDG REPAIR & MAINT:					182.50
<b>54-40-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
SEWER FUND	BANK OF AMERICA	18-0409	HOT AIR BLOWER HOSE	04/09/2018	1,753.60
SEWER FUND	JIM'S ELECTRIC INC.	21155	DISCONNECT TWO MOTORS	04/10/2018	125.00
Total 54-40-55000 EQUIPMENT REPAIR & MAINT:					1,878.60
<b>54-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SEWER FUND	BANK OF AMERICA	18-0409	VECTOR PARTS	04/09/2018	32.29
SEWER FUND	BISBEE AUTO PARTS	168487	CRIMSON GRS CARTR, PTEX THREADLOCK	04/25/2018	30.45
SEWER FUND	BISBEE AUTO PARTS	168488	WINDSHIELD WASH	04/25/2018	3.28
SEWER FUND	BISBEE AUTO PARTS	168607	MULTIHOSE	04/26/2018	18.59
SEWER FUND	BISBEE AUTO PARTS	168645	OIL FILTER, TRANSFLU QT	04/27/2018	21.44
SEWER FUND	W R RYAN - FIRESTONE	T11708	INNER TUBE	05/02/2018	15.23
Total 54-40-61000 VEHICLE PARTS & LABOR:					121.28
<b>SANITATION FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>56-40-34000 CONTRACT SERVICES</b>					
SANITATION FUND	LAL ENTERPRISES, INC	25950	PORTA POTS	04/30/2018	73.50
SANITATION FUND	UNIFIRST CORPORATION	3100895866	UNIFORMS/SAN	04/25/2018	51.66
SANITATION FUND	UNIFIRST CORPORATION	3100897042	UNIFORMS/SAN	05/02/2018	52.86
Total 56-40-34000 CONTRACT SERVICES:					178.02
<b>56-40-34100 DOC WORKERS</b>					
SANITATION FUND	AZ STATE PRISON Cmplx-DOU	D08129201804	DOC LABOR CREW/REC	05/01/2018	92.00
SANITATION FUND	AZ STATE PRISON Cmplx-DOU	D08135201804	DOC LABOR CREW/SAN	05/01/2018	64.00
Total 56-40-34100 DOC WORKERS:					156.00
<b>56-40-46000 OPERATIONAL EXPENSES</b>					
SANITATION FUND	BANK OF AMERICA	18-0409	PROPANE TANK	04/09/2018	216.08
Total 56-40-46000 OPERATIONAL EXPENSES:					216.08
<b>56-40-46561 COUNTY TIPPING FEE</b>					
SANITATION FUND	COCHISE COUNTY TREASURE	24025	HOUSEHOLD, YARD WASTE	04/30/2018	18,316.80
Total 56-40-46561 COUNTY TIPPING FEE:					18,316.80
<b>56-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SANITATION FUND	BISBEE AUTO PARTS	167397	WIPER	04/11/2018	33.14
SANITATION FUND	BISBEE AUTO PARTS	168354	WIPER BLADE	04/24/2018	28.93
SANITATION FUND	BISBEE AUTO PARTS	168355	OIL FILTER, WINDSHIELD WASH	04/24/2018	5.97
SANITATION FUND	MERLE'S AUTOMOTIVE SUPPL	16229209	OIL COOLER GASKET	04/25/2018	87.12
SANITATION FUND	VANGUARD TRUCK CENTER	181058T	SWITCH	04/18/2018	73.23

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 56-40-81000 VEHICLE PARTS & LABOR:					228.39
<b>QUEEN MINE FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>59-40-22550 SEWER AND GARBAGE SERV.</b>					
QUEEN MINE FUND	BISBEE PUBLIC WORKS	18-0503	UTILITIES/QUEEN MINE	05/03/2018	401.97
Total 59-40-22550 SEWER AND GARBAGE SERV.:					401.97
<b>59-40-34100 DOC WORKERS</b>					
QUEEN MINE FUND	AZ STATE PRISON CMLPX-DOU	D08128201802	DOC LABOR CREW/QM	02/21/2018	60.00
QUEEN MINE FUND	AZ STATE PRISON CMLPX-DOU	D08128201804	DOC LABOR CREW/QM	05/01/2018	64.00
QUEEN MINE FUND	AZ STATE PRISON CMLPX-DOU	D08130201803	DOC LABOR CREW/QM	04/02/2018	40.00
QUEEN MINE FUND	AZ STATE PRISON CMLPX-DOU	D08130201804	DOC LABOR CREW/MILEAGE	04/17/2018	73.20
Total 59-40-34100 DOC WORKERS:					237.20
<b>59-40-41500 OFFICE SUPPLIES</b>					
QUEEN MINE FUND	BANK OF AMERICA	18-0409	BAR CODE READER	04/09/2018	214.87
QUEEN MINE FUND	BANK OF AMERICA	18-0409	BAGS	04/09/2018	243.85
Total 59-40-41500 OFFICE SUPPLIES:					458.72
<b>59-40-42040 ADVERTISING</b>					
QUEEN MINE FUND	A&G ADVERTISING, LLC	469	DIGITAL BILLBOARD	04/19/2018	640.00
Total 59-40-42040 ADVERTISING:					640.00
<b>59-40-45200 SAFETY EQUP &amp; SUPPLIES</b>					
QUEEN MINE FUND	BANK OF AMERICA	18-0409	HEADLAMPS	04/09/2018	1,059.80
QUEEN MINE FUND	BANK OF AMERICA	18-0409	HARD HATS	04/09/2018	822.95
Total 59-40-45200 SAFETY EQUP & SUPPLIES:					1,682.75
<b>59-40-46591 MERCHANDISE</b>					
QUEEN MINE FUND	ATLAS SCREEN PRINTING	187009	T-SHIRTS AND MINERALS/QM	02/22/2018	1,879.77
QUEEN MINE FUND	BANK OF AMERICA	18-0409	JEWELRY	04/09/2018	900.00
QUEEN MINE FUND	PLANET COTTON	103969	T-SHIRTS, HOODIES	01/29/2018	2,009.44
QUEEN MINE FUND	SMITH-SOUTHWESTERN INC.	808739-000	SPOONS, SHOT GLASSES, THIMBLES, POSTCARD	04/19/2018	291.46
Total 59-40-46591 MERCHANDISE:					5,080.67
<b>59-40-55100 REPAIR &amp; MAINT - OTHER</b>					
QUEEN MINE FUND	ACE HARDWARE	23193	WATER, WATERGUARD	04/02/2018	29.77
QUEEN MINE FUND	ACE HARDWARE	23285	TEE COMPRESSOR, COUPLING, BIBB HOSE	04/10/2018	65.28
QUEEN MINE FUND	ACE HARDWARE	23290	LUMBER	04/12/2018	1,956.58
QUEEN MINE FUND	ACE HARDWARE	23314	MINING WEDGE	04/16/2018	21.61
QUEEN MINE FUND	ACE HARDWARE	23343	FASTENERS	04/19/2018	10.32
QUEEN MINE FUND	ACE HARDWARE	23376	HINGE	04/24/2018	38.24
QUEEN MINE FUND	BISBEE AUTO PARTS	186276	BULB	03/28/2018	1.53
Total 59-40-55100 REPAIR & MAINT - OTHER:					2,121.33
<b>MISC. GRANTS</b>					
<b>FUND EXPENDITURES</b>					

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>78-40-23113 SCIENCE CENTER GRANT</b>					
MISC. GRANTS	GALLAGHER & ASSOCIATES	34828	FEASIBILITY STUDY	04/24/2018	11,100.00
Total 78-40-23113 SCIENCE CENTER GRANT:					11,100.00
<b>BISBEE BUS FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>96-40-41607 CITY OPERATING EXPENSE</b>					
BISBEE BUS FUND	BANK OF AMERICA	18-0409	TRANSIT CONFERENCE	04/09/2018	50.00
BISBEE BUS FUND	BANK OF AMERICA	18-0409	LODGING/TRANSIT CONFERENCE	04/09/2018	324.62
BISBEE BUS FUND	BANK OF AMERICA	18-0409	TRANSIT CONFERENCE	04/09/2018	50.00
Total 96-40-41607 CITY OPERATING EXPENSE:					424.62
<b>418</b>					
<b>GENERAL FUND</b>					
<b>COMMUNITY DEVELOPMENT</b>					
<b>10-54-22000 WATER - SHELTER</b>					
GENERAL FUND	AZ WATER COMPANY	03117020951-	WATER/TOUREAVILLE POUND	04/30/2018	62.97
Total 10-54-22000 WATER - SHELTER:					62.97
<b>POLICE DEPARTMENT</b>					
<b>10-62-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472015946302	GAS-W. HWY 92-POLICE	04/30/2018	63.42
Total 10-62-23000 GAS:					63.42
<b>FIRE DEPARTMENT</b>					
<b>10-64-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117013803-	WATER / 192 HWY 92	04/30/2018	64.83
Total 10-64-22000 WATER:					64.83
<b>10-64-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472017056702	GAS-HWY 92 FIRE	04/30/2018	107.22
Total 10-64-23000 GAS:					107.22
<b>PUBLIC WORKS ADMINISTRATION</b>					
<b>10-75-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03112030003-	WATER/404 BISBEE RD	04/30/2018	25.49
Total 10-75-22000 WATER:					25.49
<b>GARAGE</b>					
<b>10-77-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472100101800	GAS-GARAGE	04/30/2018	86.38
Total 10-77-23000 GAS:					86.38
<b>PARKS</b>					
<b>10-80-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03112037563-	WATER/MULE MTN GDN PARK	04/30/2018	25.14
GENERAL FUND	AZ WATER COMPANY	03112038121-	WATER/VISTA PARK	04/30/2018	106.57
GENERAL FUND	AZ WATER COMPANY	03112039072-	WATER/W VISTA & HOATSON PARK	04/30/2018	1,903.74
GENERAL FUND	AZ WATER COMPANY	03112040621-	WATER/LOWER E VISTA & TENER BATHROOMS	04/30/2018	232.50

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	AZ WATER COMPANY	03112040651-	WATER/LOWER VISTA PARK	04/30/2018	97.15
GENERAL FUND	AZ WATER COMPANY	03112047073-	WATER/AZ ST & COLE AVE IRRIGATION	04/30/2018	162.15
GENERAL FUND	AZ WATER COMPANY	03112085601-	WATER/PAUL PARK WARREN PARK	04/30/2018	64.00
GENERAL FUND	AZ WATER COMPANY	03117017901-	WATER/TIN TOWN PARK	04/30/2018	25.14
GENERAL FUND	AZ WATER COMPANY	03117047651-	WATER/GALENA PARK	04/30/2018	25.14
Total 10-80-22000 WATER:					2,641.53
<b>SENIOR CITIZENS CENTER</b>					
<b>10-85-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117021951-	WATER/COLLINS RD - SC	04/30/2018	79.01
Total 10-85-22000 WATER:					79.01
<b>STREETS</b>					
<b>FUND EXPENDITURES</b>					
<b>21-40-21000 ELECTRIC</b>					
STREETS	AZ PUBLIC SERVICE (2 of 3)	4877951000-0	ELEC-HWY 92 DD	04/30/2018	12.96
STREETS	AZ PUBLIC SERVICE (2 of 3)	5254161000-0	ELEC- 951 NACO HWY	04/30/2018	93.54
Total 21-40-21000 ELECTRIC:					106.50
<b>21-40-23000 GAS</b>					
STREETS	SOUTHWEST GAS CORPORATI	472100101800	GAS-STREETS	04/30/2018	43.20
Total 21-40-23000 GAS:					43.20
<b>AIRPORT FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>50-40-21000 ELECTRIC</b>					
AIRPORT FUND	AZ PUBLIC SERVICE (2 of 3)	9662440000-0	ELEC-AIRPORT	04/30/2018	198.42
Total 50-40-21000 ELECTRIC:					198.42
<b>SEWER FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>54-40-21000 ELECTRIC</b>					
SEWER FUND	AZ PUBLIC SERVICE (2 of 3)	1002920000-0	ELEC- 940 W. PURDY LN.	04/30/2018	3,334.06
Total 54-40-21000 ELECTRIC:					3,334.06
<b>54-40-22000 WATER</b>					
SEWER FUND	AZ WATER COMPANY	03117016701-	WATER/320 TERAN	04/30/2018	25.14
Total 54-40-22000 WATER:					25.14
<b>SANITATION FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>56-40-23000 GAS</b>					
SANITATION FUND	SOUTHWEST GAS CORPORATI	472100101800	GAS-SANITATION	04/30/2018	43.20
Total 56-40-23000 GAS:					43.20
<b>QUEEN MINE FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>59-40-37000 PROPERTY, CASUALTY, LIABILITY</b>					
QUEEN MINE FUND	NFP PROPERTY & CASUALTY S	AG000462	UMBRELLA RENEWAL	04/30/2018	8,539.80

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
QUEEN MINE FUND	NFP PROPERTY & CASUALTY S	GC969840	PACKAGE RENEWAL	04/30/2018	19,796.86
Total 59-40-37000 PROPERTY, CASUALTY, LIABILITY:					28,336.66
<b>59-40-46591 MERCHANDISE</b>					
QUEEN MINE FUND	SQUIRE BOONE VILLAGE, INC	SOIN-0029130	ROCKS, PETRIFIED WOOD	01/23/2018	2,055.34
Total 59-40-46591 MERCHANDISE:					2,055.34
Grand Totals:					138,310.28

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: May 15, 2018

Regular     Special

DATE ACTION SUBMITTED: <u>May 8, 2018</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE RESIGNATION OF AUDREY "LUCHE" GIACOMINO FROM THE STREETS AND INFRASTRUCTURE COMMITTEE	

**FROM:** Ashlee Coronado, City Clerk

**RECOMMENDATION:** Approve

**PROPOSED MOTION:** I move to approve the resignation of Audrey "Luche" Giacomino from the Streets and Infrastructure Committee.

**DISCUSSION:**

**FISCAL IMPACT:** N/A

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

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

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

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

5/08/2018

Audrey "Luche" Giacomino came into the Clerk's office on 5/8/2018 and resigned from the Streets and Infrastructure Committee.



**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: May 15, 2018

Regular     Special

**DATE ACTION SUBMITTED:** May 8, 2018

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 VISTA PARK FOR MOVIES IN THE PARK ON SATURDAY, MAY 19, 2018 FROM 5:00PM TO 11:00PM.

**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 Vista Park for Movies in the Park on Saturday, May 19, 2018 from 5:00PM to 11:00PM. .

**DISCUSSION:**

Ashlee Coronado is requesting permission to use Vista Park for Movies in the Park on Saturday, May 19, 2018 from 5:00pm to 11:00pm. Our feature will be COCO.

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: Robert Smith  
Robert Smith,  
City Manager

**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: Date: Ashlee Coronado Date: May 8, 2018

2. Organization Name: City of Bisbee

3. Mailing Address: 1415 Melody Lane Bldg. G.

Phone #: 432-6012 Contact name and phone # during event \_\_\_\_\_

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).

Movies in the park  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Approximate Number of Participants and/or Spectators: \_\_\_\_\_

6. Requested Location of Event: Vista Park

7. Date(s) of Event: May 19, 2018, Saturday

8. Hours of Event: 5:30pm - 10:00pm

9. Hours of Reservation (with set-up and breakdown) 5:00pm - 11:00pm

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.

- \$ 10.00  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
- \$ X  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): \_\_\_\_\_

\$ \_\_\_\_\_ 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.

Request a waiver of fees - City Event

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

Ashlee Coronado  
Signature of Applicant/Authorized Party

May 8, 2018  
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) Movie in the Park event the period from (date & time) 5/19/18 5pm to 5/19/18 11pm, the permittee Ashlee Coronado 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.

Ashlee Coronado

Signature of Permittee or Authorized Representative

Ashlee Coronado

Print Name

May 8, 2018

Date

<b>COUNCIL ACTION:</b>	
Recommended to:	Approve: _____ Deny: _____
With conditions as noted: _____ _____	
Mayor's Signature:	Date:



**SUMMER 2018 KICK OFF**

**CITY OF BISBEE**

**MOVIE IN THE PARK**

**SA TURDAY, MAY 19, 2018**

**VISTA PARK**

**FREE ADMISSION**

**FREE POPCORN AND WATER**

**(MOVIE BEGINS AT DUSK)**

**\*\*WEATHER PERMITTING\*\***

**COME ENJOY ENTERTAINMENT UNDER THE STARS**

**YOU ARE ENCOURAGED TO BRING CHAIRS AND BLANKETS!!**

**PLEASE NO GLASS!!!**

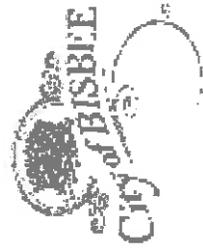
**FOR MORE INFORMATION PLEASE CALL 520-432-6000**

**BROUGHT TO YOU BY:**



**FREEPORT-MCMORAN**

**Honoree Title Agency**  
*"Commitment To Service"*



**Bisbee Fire Dept Local 2146**



**The Bisbee Observer**



**Bisbee Police Association**



**REQUEST FOR MAYOR & COUNCIL ACTION**  
**Session of: May 15, 2018**

Regular    Special

**DATE ACTION SUBMITTED:** May 9, 2018

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 VISTA PARK FOR MOVIES IN THE PARK ON SATURDAY, JUNE 9, 2018 FROM 5:00PM TO 11:00PM.**

**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 Vista Park for Movies in the Park on Saturday, June 9, 2018 from 5:00PM to 11:00PM. .

**DISCUSSION:**

Ashlee Coronado is requesting permission to use Vista Park for Movies in the Park on Saturday, June 9, 2018 from 5:00pm to 11:00pm. Movie to be determined.

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: Robert Smith  
Robert Smith,  
City Manager

**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: Date: Ashlee Coronado Date: May 9, 2018

2. Organization Name: City of Bisbee

3. Mailing Address: 1415 Melody Lane Bldg. G

Phone #: 432-6012 Contact name and phone # during event \_\_\_\_\_

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).

Movies in the park

5. Approximate Number of Participants and/or Spectators: \_\_\_\_\_

6. Requested Location of Event: Vista Park

7. Date(s) of Event: June 9, 2018, Saturday

8. Hours of Event: 5:30pm - 10:00pm

9. Hours of Reservation (with set-up and breakdown) 5:00pm - 11:00pm

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.

- \$ 10.00  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
- \$ X  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): \_\_\_\_\_

\$ \_\_\_\_\_ 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.

Request a waiver of fees - City Event

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

Ashlee Coronado  
Signature of Applicant/Authorized Party

May 9, 2018  
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) Movie in the Park event the period from (date & time) 6/9/18 5pm to 6/9/18 11pm, the permittee Ashlee Coronado 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.

Ashlee Coronado

Signature of Permittee or Authorized Representative

Ashlee Coronado

Print Name

5-9-18

Date

### COUNCIL ACTION:

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

With conditions as noted:

Mayor's Signature:

Date:



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular     Special

**DATE ACTION SUBMITTED:** May 10, 2018

REGULAR                       CONSENT

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

**SUBJECT:** **APPROVAL OF A PARK, FACILITY AND RIGHT OF WAY USE PERMIT FOR THE USE OF GRASSY PARK WITH SURROUNDING PARKING FOR THE BISBEE PRIDE VENDOR FAIR ON FRIDAY, JUNE 15, 2018, SATURDAY, JUNE 16, 2018 FROM 9:00AM TO 2:00PM AND SUNDAY, JUNE 17, 2018 FROM 9:00AM TO 12:00PM (NOON)**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approval of the Permit

**PROPOSED MOTION:**            I move that we approve the Park, Facility and Right-of-Way Use Permit for the use of Grassy Park with surrounding parking for the Bisbee Pride Vendor Fair on Friday, June 15, 2018, Saturday, June 16, 2018 from 9:00am to 2:00pm and Sunday, June 17, 2018 from 9:00am to 12:00pm (Noon).

**DISCUSSION:**

Bisbee Pride, Inc. has submitted a Park, Facility and Right of Way Use Permit for the use Grassy Park, Goar Park with surrounding parking for the Bisbee Pride Vendor Fair on Friday, June 15, 2018, Saturday, June 16, 2018 from 9:00am to 2:00pm and Sunday, June 17, 2018 from 9:00am to 12:00pm (Noon).

Staff has reviewed the Permit and the following items were addressed:

The \$50.00 refundable deposit is required. All other fees will be paid prior to the event except for vendor fees which will be paid following the event.

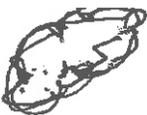
**FISCAL IMPACT:**            \$57.50

**DEPARTMENT LINE ITEM ACCOUNT:**            10-34-10880

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

Prepared by: Ashlee Coronado  
Ashlee Coronado,  
City Clerk

Reviewed by: Robert Smith  
Robert Smith,  
City Manager



Permit No. 17-18

**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: Doreen Edwards Date: 5/3/2018
2. Organization Name: Bisbee PRIDE, INC
3. Mailing Address: PO Box 451 Bisbee, AZ 85603  
(602) 620-  
Phone #: 2597 Contact name and phone # during event NANCY PARANA
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).  
PRIDE Village - Vendors X Merch Sales  
Food Trucks X  
Non-Profit Info Booths  
Beer Garden
5. Approximate Number of Participants and/or Spectators: 1200-2000
6. Requested Location of Event: Grassy Park w/surrounding Parking
7. Date(s) of Event: 6/15/18 thru 6/17/18
8. Hours of Event: 9AM - 2PM FRI-SAT 9AM-NOON SUNDAY
9. Hours of Reservation (with set-up and breakdown) 6am 6/15/18 - 2PM 6/17/18
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.

- \$ \_\_\_\_\_  General Electricity access \$10 (CITY, LOWER VISTA, & GRASSY PARKS ONLY), Band Shell Access \$50 (CITY PARK):
- GENERATORS ARE PERMITTED....ALL JUMPING CASTLES MUST HAVE INSURANCE AND GENERATORS
- \$ \_\_\_\_\_  Beer Permit (non-commercial permits only) \$10
- \$ \_\_\_\_\_  Police (escorts, security, road closures, redirecting of traffic): for \_\_\_\_\_
- \$ \_\_\_\_\_  Park Public Works staff (example: posting closures of streets/parking, access to facility/band shell/restrooms, etc): \_\_\_\_\_
- \_\_\_\_\_ Posting Closure Signs
- \_\_\_\_\_ Park & Parking Spaces
- \$ \_\_\_\_\_ 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, Doreen Edwards certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

  
Signature of Applicant/Authorized Party

5/3/2018  
Date

# HOLD HARMLESS AGREEMENT

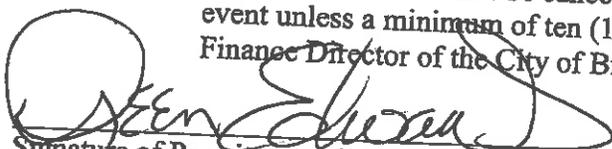
Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Bisbee PRIDE 2018 event the period from (date & time) 6/15/18 6AM to 6/17/18 2PM, the permittee Bisbee PRIDE INC 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 _____
<b>COUNCIL ACTION:</b>	
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: Doreen EDWARDS
  - (2) Mailing Address, City, State & Zip: PO Box 451  
Bisbee, AZ 85603
  - (3) Business Name: Bisbee Pride, Inc
  - (4) Business Address: 67 Main St PO Box 451
  - (5) City: Bisbee State: AZ Zip: 85603
  - (6) Business Phone No.: \_\_\_\_\_ Resident Phone No.: 520 227 4686
  - (7) Name of Special Event: Bisbee Pride 2018 Date: 6/15-17/18
- Specify date(s) License needed: 6/15/18 thru 6/17/18
- (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, Doreen EDWARDS 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.

Doreen Edwards  
Signature of Applicant

5/3/2018  
Date

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

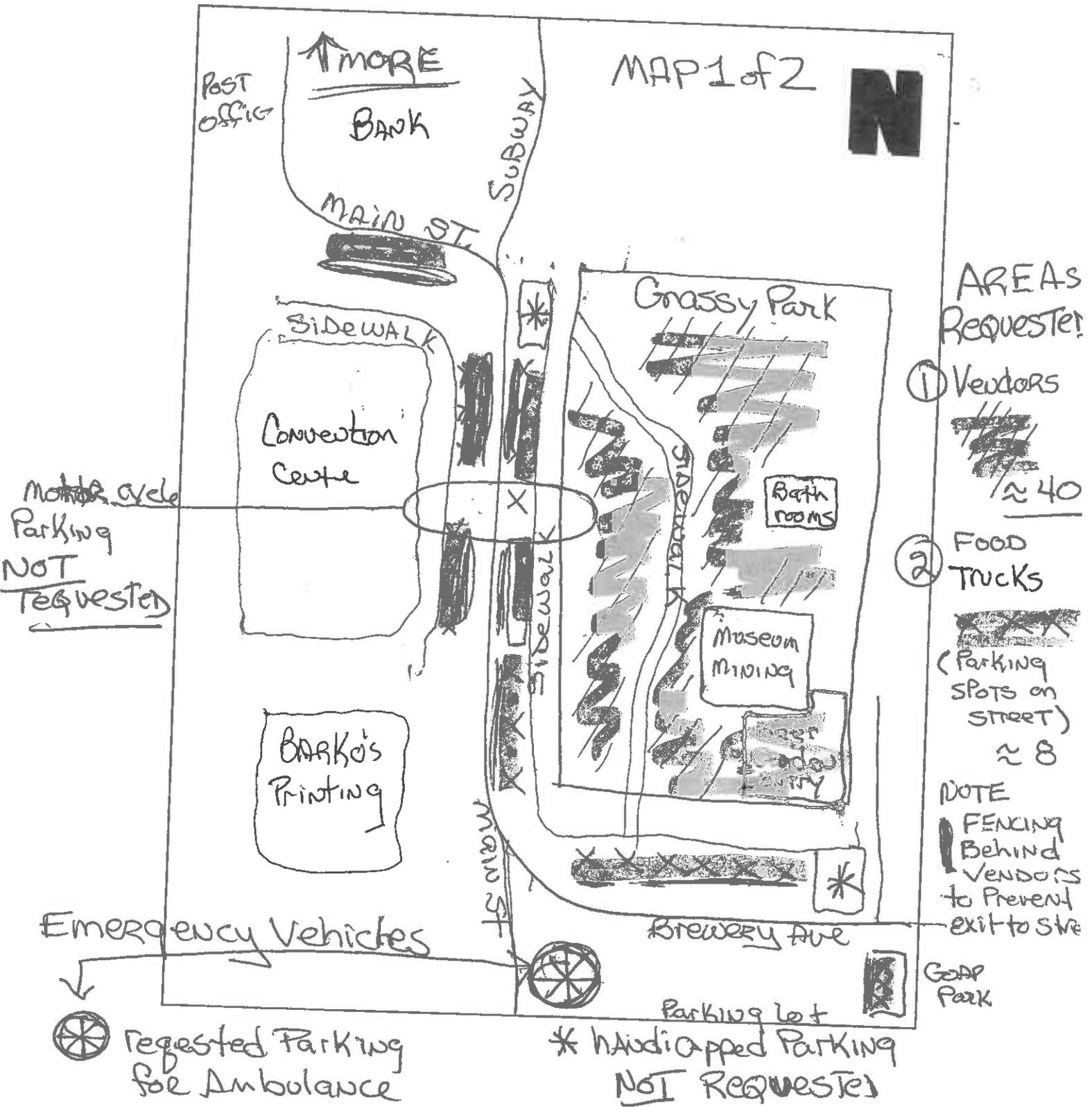
NOTE MAP 1 of 2

See map 2 for  
Parking Request  
UP BY Royale

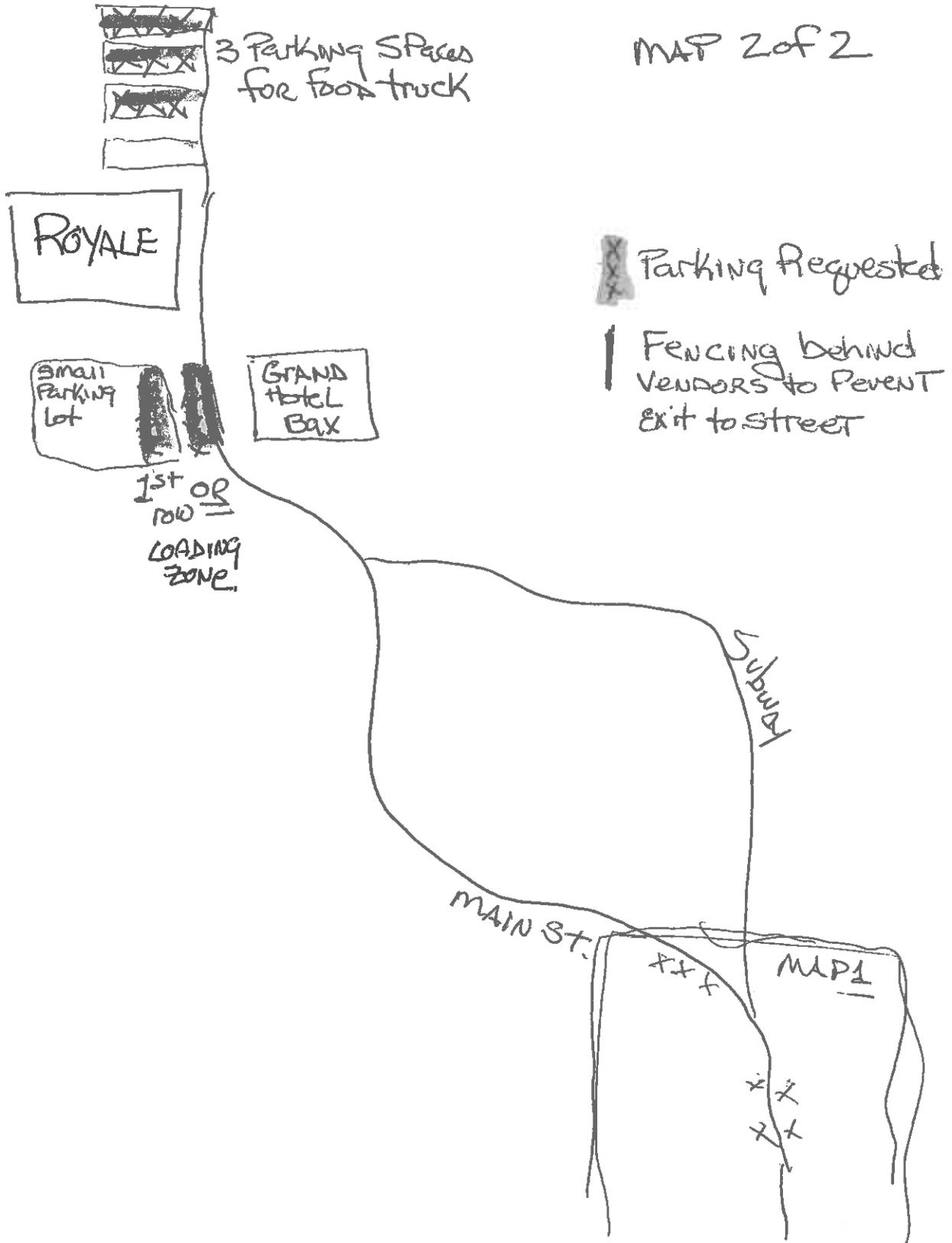
**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

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.



# Parking Also requested for Vendors @ Trade Festival 2018



# Grassy Park Schedule

6/15/18 FRI 6am-noon Set-up

2 volunteers will meet, check-in, AND  
Direct Vendor & Food Truck Set up.

NOON - 8PM OPEN

8PM - 10PM Break Down / Secure

6/16/18 Sat 6am-10AM Set-up

2-3 volunteers will meet, check-in,  
Direct AND help Vendors UNLOAD  
to keep Parking w Loading Zones  
to a minimum.

10AM - 8PM OPEN

8PM - 10PM Break Down / Secure

\*All Vendors & Food Truck Leave,

6/17/18 SUNDAY 6am-9am Set-up

9am - 1PM OPEN (only Bride Info Booth)

1PM - 6PM CLEAN UP

NOTE: 2 Parking SPOTS @ entrance  
to Park reserved for Loading Zone

## Beer Garden Notes

- Area will be fenced w/ 1 Gate
- Security • 2 volunteers @  
the gate to check ID's &  
band wrists w/color coded info
- Sale of Alcohol • 3 volunteers  
1 will ck wrist band & collect money  
2 will Pour & Serve

## Hours

FRIDAY 6/15/18 NOON-8PM

Saturday 6/16/18 10AM-8PM



STATE OF HAWAII  
DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
ENVIRONMENTAL HEALTH DIVISION

Permit

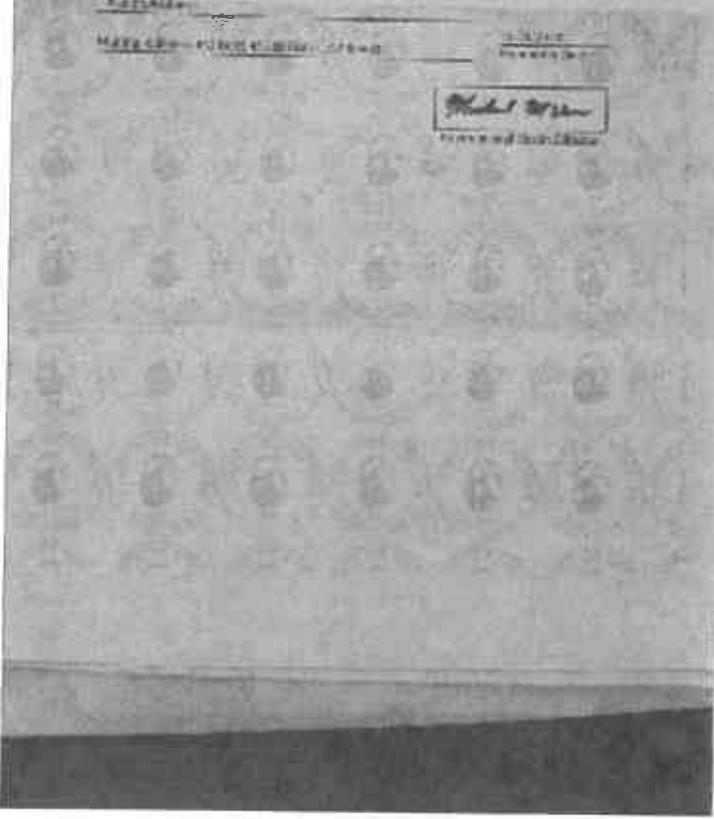
To: Mr. J. J. [unclear]      From: H. [unclear]      On: 10/10/50      To: 10/10/50

At: City of Honolulu      For: 10/10/50

By: [Signature]      Title: Director

Approved: [Signature]      Title: Assistant Director

[Signature]  
Assistant Director





**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: May 15, 2018

Regular     Special

DATE ACTION SUBMITTED: May 10, 2018

REGULAR                       CONSENT

TYPE OF ACTION:  
RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

SUBJECT: **APPROVAL OF A PARK, FACILITY AND RIGHT OF WAY USE PERMIT FOR THE USE OF CITY PARK, THE STORAGE ROOM BELOW AND ONE PARKING SPACE FOR THE BISBEE PRIDE CHILDREN'S ACTIVITIES FROM FRIDAY, JUNE 15, 2018 FROM 8:00AM UNTIL SUNDAY, JUNE 17, 2018 AT 12:00PM (NOON)**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approval of the Permit

**PROPOSED MOTION:**            I move that we approve the Park, Facility and Right-of-Way Use Permit for the use of City Park, the storage room below and one parking space for the Bisbee Pride Children's Activities from Friday, June 15, 2018 from 8:00am until Sunday, June 17, 2018 at 12:00pm (noon).

---

**DISCUSSION:**  
Bisbee Pride, Inc. has submitted a Park, Facility and Right of Way Use Permit for the use of City Park, the storage room below and one parking space for the Bisbee Pride Children's Activities from Friday, June 15, 2018 from 8:00am until Sunday, June 17, 2018 at 12:00pm (noon).

Staff has reviewed the Permit and the following items were addressed:

The \$50.00 refundable deposit is required. All other fees will be paid prior to the event except for vendor fees which will be paid following the event.

---

**FISCAL IMPACT:**            \$57.50

**DEPARTMENT LINE ITEM ACCOUNT:**            10-34-10880

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

Prepared by: Ashlee Coronado  
Ashlee Coronado,  
City Clerk

Reviewed by: Robert Smith  
Robert Smith,  
City Manager



Permit No. 18-18

**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: Nancy Parana Date: \_\_\_\_\_
2. Organization Name: Bisbee PRIDE, INC
3. Mailing Address: To Box 451 Bisbee, AZ 85603  
(602) Phone #: 6202597 Contact name and phone # during event Taylor Hanson 520 678-7151
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).  
Childrens' Activities  
Young Adult Dance  
w/ 1 food vendor  
Request 1 parking space for loading/unloading
5. Approximate Number of Participants and/or Spectators: ≈ 200 MAX
6. Requested Location of Event: CITY PARK + STORAGE ROOM below + 1 PARKING SPACE
7. Date(s) of Event: 6/15/2018 (FRI) thru 6/17/18 (SUNDAY)
8. Hours of Event: FRI 6/15/18 NOON-6PM Saturday 9am-10PM
9. Hours of Reservation (with set-up and breakdown) 8am FRI 6/15/18 - NOON SUN 6/17/18
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.

\$ 60  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 \_\_\_\_\_

\$ 20  Park Public Works staff (example: posting closures of streets/parking, access to facility/band shell/restrooms, etc):

- Posting Closures for Park/Parking
- Provide Access to Elec for Vendor & Band Shell/Restrooms

\$ \_\_\_\_\_ 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. \* SEPARATE CH

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). X 1

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.

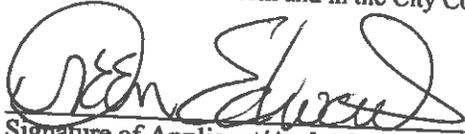
Copy of flyers or promotional material associated with this event.

- 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, ~~Nancy Farano~~ Doreen Edwards certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

  
Signature of Applicant/Authorized Party

5/3/2018  
Date

# HOLD HARMLESS AGREEMENT

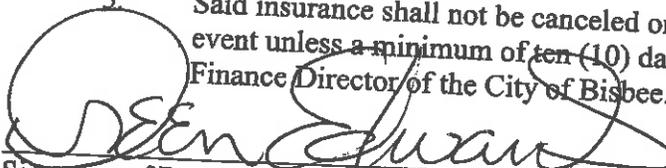
Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Bisbee Pride 2018 event the period from (date & time) 8am Fri 6/15/2018 to 6pm Sun 6/17/18, the permittee Bisbee PRIDE INC 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

~~NANCY BARANA~~ Doreen Edwards 5/3/2018  
Print Name Date

<b>COUNCIL ACTION:</b>	
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: Doreen Edwards (Treasurer)  
Nancy Parana (President)

(2) Mailing Address, City, State & Zip: PO Box 451  
Bisbee, AZ 85603

(3) Business Name: Bisbee Pride, Inc

(4) Business Address: 67 Main St. Bisbee

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

(6) Business Phone No. (602) 620-2597 Resident Phone No.: \_\_\_\_\_

(7) Name of Special Event: Bisbee Pride 2018 Date: 6/15-17/2018

Specify date(s) License needed: 6/15/18 6/16/18 6/17/18

(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, Doreen Edwards  
Nancy Parana 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.

Doreen Edwards  
Signature of Applicant

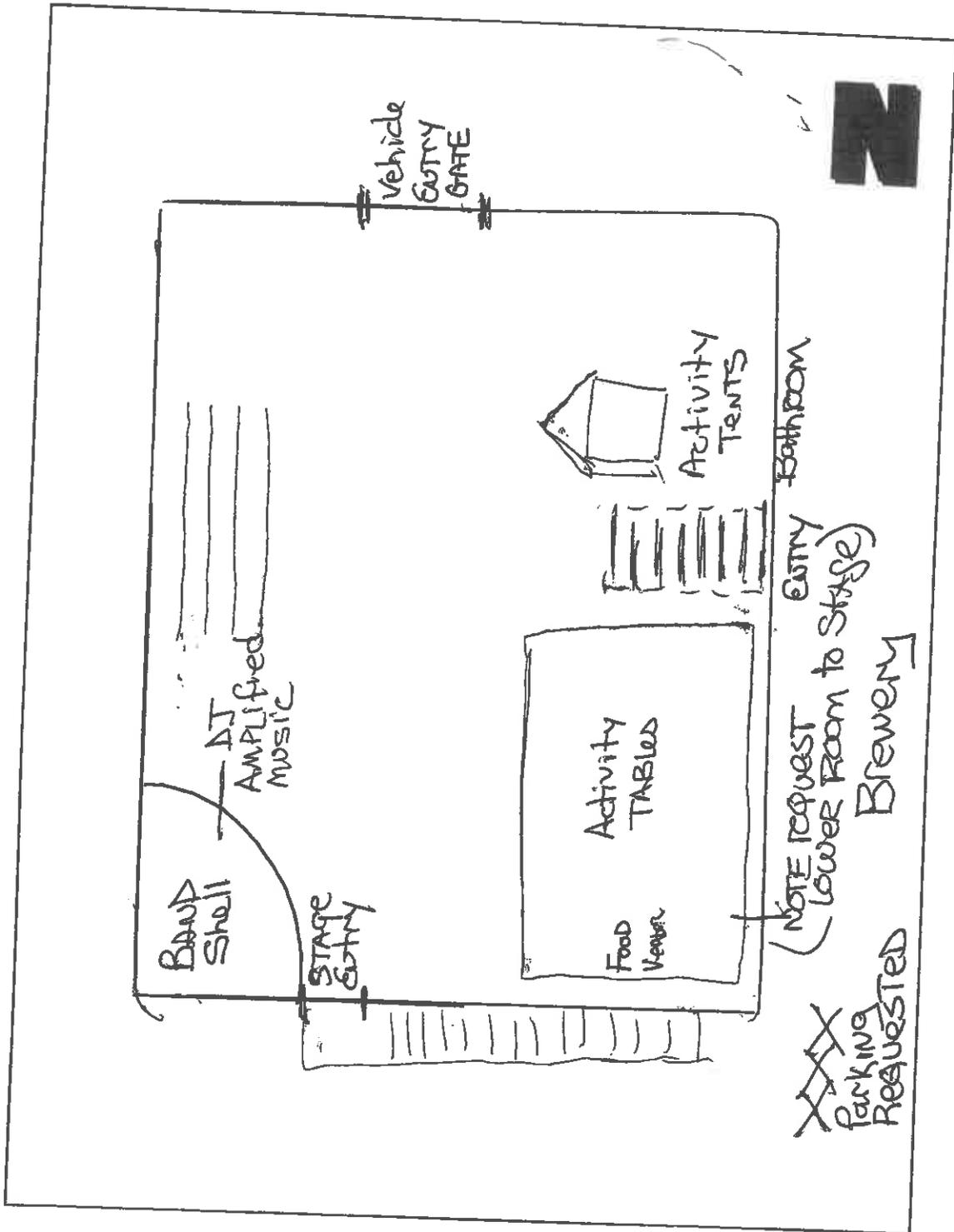
5/3/2018  
Date

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.



# CITY PARK Schedule

## Bisbee PRIDE

WED 6/13/18 Set out Park/Parking Signs

FRIDAY 6/15/18

8am-noon Park Prep/Set up

noon-4pm Activities set-up

4pm-7pm Children's Activities

7pm-8pm Breakdown/Secure

SATURDAY 6/16/18

7am-9am Set-up

9am-6pm Children's Activities

7pm-10pm Young Adult Dance

10pm-11pm Breakdown/Secure

SUNDAY 6/17/18

8am-noon Clean out/up Park

# CITY PARK

## NOTES:

- Request 1 Parking Space for Loading & Unloading
  - Saturday Evening DANCE 7PM-10PM
    - Amplified Music/DJ in bandshell
    - Side Entrances (x2) will be blocked w/ Security Volunteers
    - front entry will be staffed with at least 2 volunteers. They will sell tickets AND apply wristbands ~~to~~
  - Clean up SUNDAY will be a group effort among Young Groups
  - A Food Vendor will be located in the Park
- Hours Requested

FRIDAY 6/15/18 8AM

- SUNDAY 6/17/18 NOON



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular     Special

DATE ACTION SUBMITTED: May 10, 2018

REGULAR                   CONSENT

TYPE OF ACTION:  
 RESOLUTION     ORDINANCE     FORMAL ACTION     OTHER

SUBJECT: **APPROVAL OF A PARK, FACILITY AND RIGHT OF WAY USE PERMIT FOR THE USE OF GOAR PARK WITH FOUR PARKING SPACES FOR THE BISBEE PRIDE'S DAYSTAGE: AMPLIFIED MUSIC/TALK ON FRIDAY, JUNE 15, 2018 AND SATURDAY, JUNE 16, 2018 FROM 9:00AM TO 8:00PM**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approval of the Permit

**PROPOSED MOTION:**            I move that we approve the Park, Facility and Right-of-Way Use Permit for the use of Goar Park with four parking spaces for the Bisbee Pride's Daystage: Amplified Music/ Talk on Friday, June 15, 2018 and Saturday, June 16, 2018 from 9:00am to 8:00pm

**DISCUSSION:**

Bisbee Pride, Inc. has submitted a Park, Facility and Right of Way Use Permit for the use of Goar Park with four parking spaces for the Bisbee Pride's Daystage: Amplified Music/ Talk on Friday, June 15, 2018 and Saturday, June 16, 2018 from 9:00am to 8:00pm

Staff has reviewed the Permit and the following items were addressed:

The \$50.00 refundable deposit is required. All other fees will be paid prior to the event except for vendor fees which will be paid following the event.

**FISCAL IMPACT:**            \$57.50

**DEPARTMENT LINE ITEM ACCOUNT:**            10-34-10880

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

Prepared by: Ashlee Coronado  
Ashlee Coronado,  
City Clerk

Reviewed by: Robert Smith  
Robert Smith,  
City Manager



Permit No. 20-18

**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: NANCY PARANA Date: \_\_\_\_\_
2. Organization Name: Bisbee PRIDE, INC
3. Mailing Address: To Box 451 Bisbee, AZ 85603  
Phone #: (602) 620-2597 Contact name and phone # during event Ramon 520-336-7768
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).  
DAYSTAGE • AMPLIFIED MUSIC/TALK  
PRE STAGING: FRI 5PM - 8PM + FOOD TRUCK SET UP AND  
SETUP STAGE E.G. (NO Elec NEEDED) & DJ AREA (NEAR Elec/STOCK) 6AM-9AM  
Activities: SAT 9AM-6PM BREAKDOWN 6PM-8PM
5. Approximate Number of Participants and/or Spectators: 150 MAX at ANY ONE TIME.
6. Requested Location of Event: GOAR PARK w/4 parking places 3 at END FOODTRUCK  
1 outside LOADING
7. Date(s) of Event: FRI 6/15/18 - Sat 6/16/18
8. Hours of Event: Sat 6/16/18 9am-6pm
9. Hours of Reservation (with set-up and breakdown) FRIDAY 6PM - Sat. 8PM
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.

- \$ \_\_\_\_\_  General Electricity access \$10 (CITY, LOWER VISTA, & GRASSY PARKS ONLY),  
Band Shell Access \$50 (CITY PARK):
- GENERATORS ARE PERMITTED....ALL JUMPING CASTLES MUST HAVE INSURANCE AND GENERATORS
- \$ \_\_\_\_\_  Beer Permit (non-commercial permits only) \$10
- \$ \_\_\_\_\_  Police (escorts, security, road closures, redirecting of traffic): for \_\_\_\_\_
- \$ \_\_\_\_\_  Park Public Works staff (example: posting closures of streets/parking, access to facility/band shell/restrooms, etc):  
Posting closures (Park/Parking)  
Provide Access to Electrical
- \$ \_\_\_\_\_ 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, NANCY PARANA certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

\_\_\_\_\_  
Signature of Applicant/Authorized Party

\_\_\_\_\_  
Date

## HOLD HARMLESS AGREEMENT

Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Bisbee PRIDE event the period from (date & time) 6pm 6/15/18 to 8PM 6/16/18, the permittee NANCY PERANA (Pres) 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: Nancy Parana (Resident)
- (2) Mailing Address, City, State & Zip: Po Box 451  
Bisbee, AZ 85603
- (3) Business Name: Bisbee Pride, Inc
- (4) Business Address: \_\_\_\_\_
- (5) City: Bisbee State: AZ Zip: 85603
- (6) Business Phone No.: (602) 620-2597 Resident Phone No.: \_\_\_\_\_
- (7) Name of Special Event: Bisbee PRIDE 2018 Date: 6/15-6/17/18
- Specify date(s) License needed: 6/15/18-6/16/18
- (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, NANCY PARANA being first duly sworn upon oath hereby declare, under penalty of perjury, that I am the licensee making the foregoing application and that said application has been read and that the contents thereof and all statements contained therein are true, correct, and complete.

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

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

# Schedule for GORR PARK

WED 6/13/18 SET UP NO PARKING SIGNS  
& PARK USE SIGNS

FRIDAY 6/15/18

- 6PM • Set up Food Truck
- PREP PARK

SATURDAY 6/16/18

6am-8am Set up STAGE/DJ

9am-11am - Loudoun

11am-6pm Performances

6pm-8pm Breakdown/Clean-up

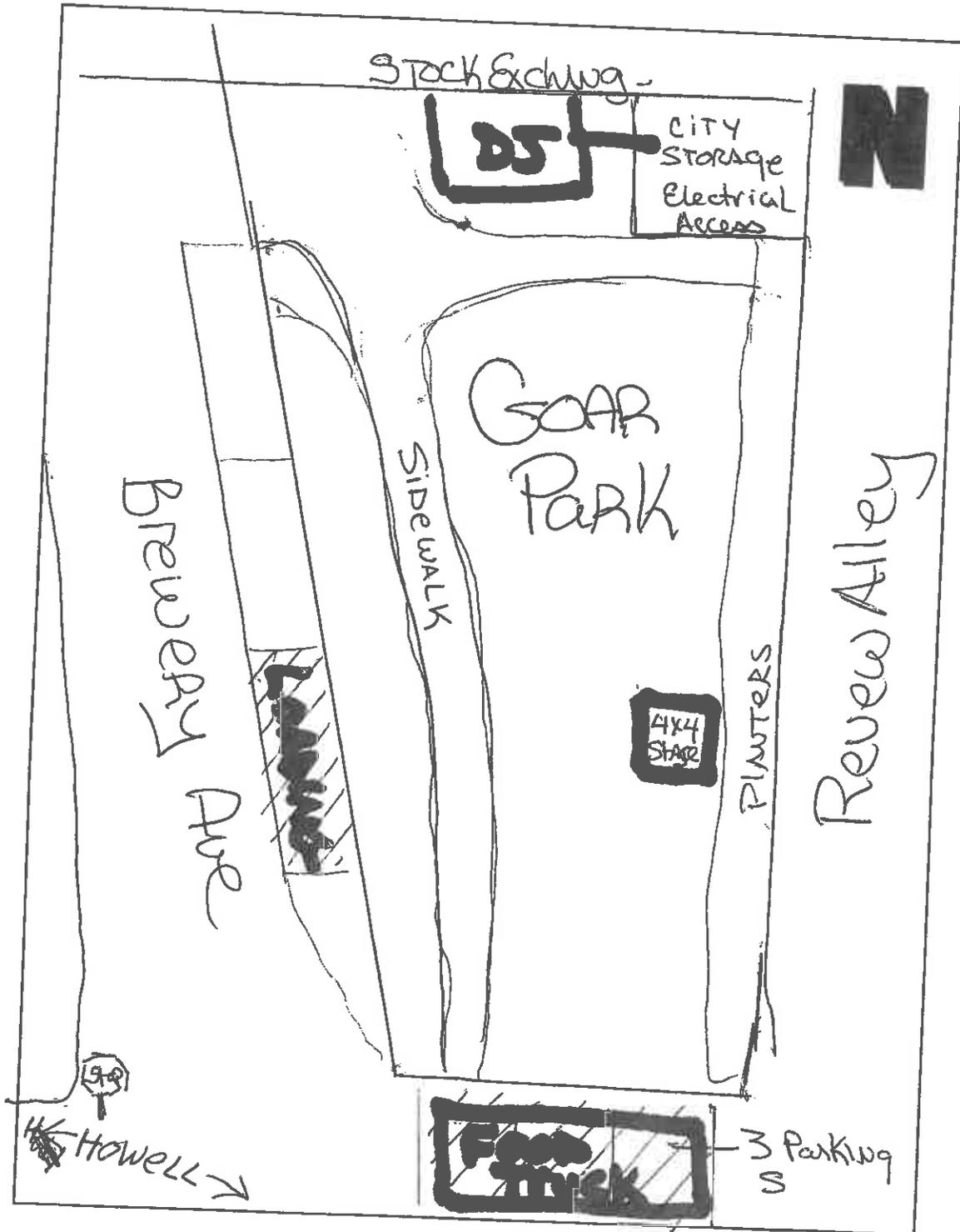
## NOTES

- 1 Parking SPOT on Brewery NEAREST Howell is requested as LOADING/UNLOADING zone
- 3 Parking SPACES LOCATED @ the <sup>END</sup> of GORR.  
@ Howell/Brewery Ave & Review Alley is requested for a food truck.
- STAGE WORKS w/wireless mics AND DOES NOT REQUIRE ACCESS to electricity
- The DJ will REQUIRE ACCESS to electricity AND will be located A SHORT DISTANCE from the ACCESS AND ANY ROADS will be covered AND Protected along walkways w/ramp designed for this use.

**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.





**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular    Special

**DATE ACTION SUBMITTED:** May 10, 2018

REGULAR                   CONSENT

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

**SUBJECT:** **APPROVAL OF A PARK, FACILITY AND RIGHT OF WAY USE PERMIT FOR THE USE OF 100 TOMBSTONE CANYON TO CITY PARK FOR THE BISBEE PRIDE PARADE ON SATURDAY, JUNE 16, 2018 FROM 9:30AM TO 11:30AM.**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approval of the Permit

**PROPOSED MOTION:**            I move that we approve the Park, Facility and Right-of-Way Use Permit for the use of 100 Tombstone Canyon to City Park for the Bisbee Pride Parade on Saturday, June 16, 2018 from 9:30am to 11:30am.

**DISCUSSION:**

Bisbee Pride, Inc. has submitted a Park, Facility and Right-of-Way Use Permit for the use of 100 Tombstone Canyon to City Park for the Bisbee Pride Parade on Saturday, June 16, 2018 from 9:30am to 11:30am.

Staff has reviewed the Permit and recommends approval.

The \$50.00 refundable deposit is required. All other fees will be paid prior to the event.

**FISCAL IMPACT:**            \$25.00

**DEPARTMENT LINE ITEM ACCOUNT:**            10-34-10880

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

Prepared by: Ashlee Coronado  
Ashlee Coronado,  
City Clerk

Reviewed by: Robert Smith  
Robert Smith,  
City Manager

**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: Date: Nancy Parana Date: \_\_\_\_\_
2. Organization Name: Bisbee PRIDE, INC
3. Mailing Address: To Box 451 Bisbee, AZ 85603  
Phone #: (602) 620-2597 contact name and phone # during event \_\_\_\_\_
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).  
PRIDE PARADE  
w/ ~ 20 entries total of ~ 300 People MAX  
including merchants non-profit and Political Groups  
MARCHERS, MOBILIZED FLOATS/CARS, BRATS AND MUSIC  
• REQUEST POLICE ESCORT DOWNS CANYON
5. Approximate Number of Participants and/or Spectators: 200 / 1000
6. Requested Location of Event: 8th Row Main Stabe (Main St) down to City Park (Brewery Ave)
7. Date(s) of Event: Sat 6/16/18
8. Hours of Event: 10am - 11:30am
9. Hours of Reservation (with set-up and breakdown) 9:30am - 11:30
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.

- \$ \_\_\_\_\_  General Electricity access \$10 (CITY, LOWER VISTA, & GRASSY PARKS ONLY),  
Band Shell Access \$50 (CITY PARK);
- GENERATORS ARE PERMITTED....ALL JUMPING CASTLES MUST HAVE INSURANCE AND GENERATORS
- \$ \_\_\_\_\_  Beer Permit (non-commercial permits only) \$10
- ✓ \$ \_\_\_\_\_  Police (escorts, security, road closures, redirecting of traffic): for \_\_\_\_\_
- \$ \_\_\_\_\_  Park Public Works staff (example: posting closures of streets/parking, access to facility/band shell/restrooms, etc): \_\_\_\_\_
- \_\_\_\_\_
- \$ \_\_\_\_\_ Other - any additional requests made by applicant or any other conditions set by the City Council, City Code, ordinance or resolution.

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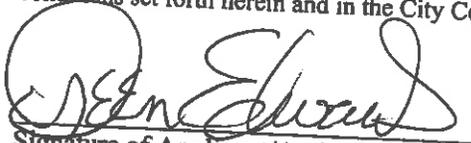
- ✓  \$25 non-commercial or \$50 commercial permit fee paid before permit is processed.
- ✓  \$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the 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.
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I, Doreen Edwards certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

  
Signature of Applicant/Authorized Party

5/3/2018  
Date

# HOLD HARMLESS AGREEMENT

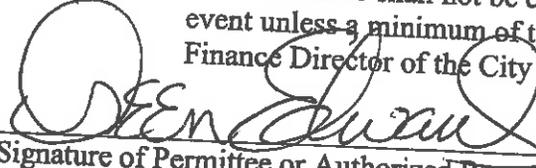
Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Bisbee Parade 2018 event the period from (date & time) 6/16/18 9:30 AM to 6/16/18 11:30 AM, the permittee Bisbee Parade LLC 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.
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 5/31/18  
Signature of Permittee or Authorized Representative

Print Name _____	Date _____
<b>COUNCIL ACTION:</b>	
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: Doreen Edwards
- (2) Mailing Address, City, State & Zip: Po Box 451  
Bisbee, AZ 85603
- (3) Business Name: Bisbee Pride, Inc
- (4) Business Address: 67 Main St. Po Box 451
- (5) City: Bisbee State: AZ Zip: 85603
- (6) Business Phone No.: \_\_\_\_\_ Resident Phone No.: (602) 620-2597
- (7) Name of Special Event: PRIDE 2018 Parade Date: 6/18/18
- Specify date(s) License needed: 6/18/18
- (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, Doreen Edwards 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.

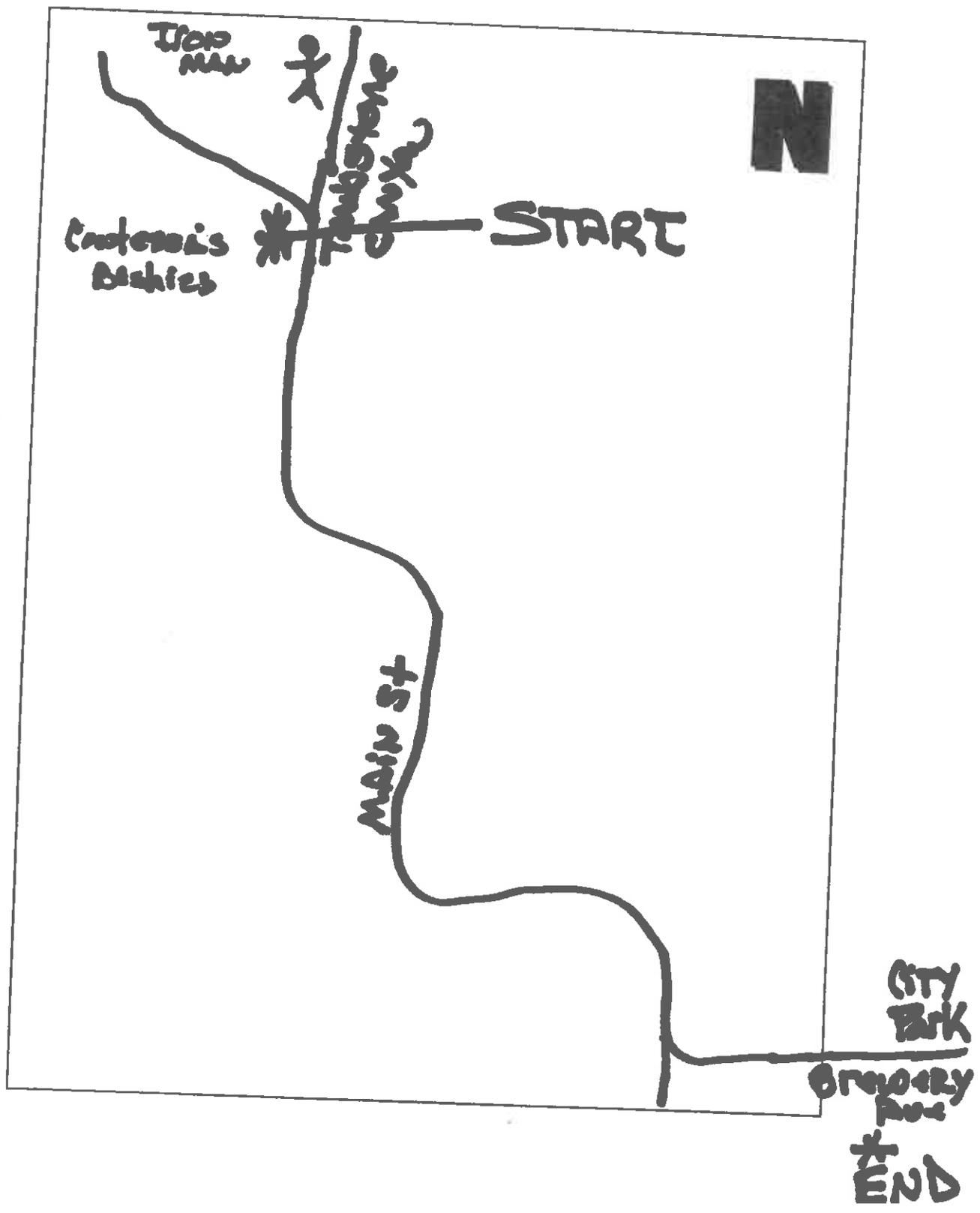
Doreen Edwards  
Signature of Applicant

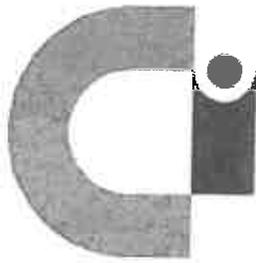
5/3/2018  
Date

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.





casswood insurance agency ltd

# 2018 INTERPRIDE INSURANCE PROPOSAL

*For*

## **Bisbee Pride, Inc.**

Presented  
By

**W Chad Ballard**

Vice President  
[chadb@casswood.com](mailto:chadb@casswood.com)

**InterPride Insurance Program**  
*A member benefit of*



**April 24, 2018**

**Casswood Insurance Agency Ltd**  
NATIONAL INTERPRIDE HOTLINE  
**800 972 2242**



# 2018 Pride Insurance Summary

Pride Organization	<b>BISBEE PRIDE INC.</b>		
Contact	<b>Michael McPartlin</b>		
Event Date	06-15-2018 - 06-17-2018	06-16-2018	
Declared Event (s)	Festival	Parade	
Est Attendance	1,000	100	

COVERAGES	LIMITS	PREMIUM	Accept (X)	Reject (X)
<b>GENERAL LIABILITY</b> Coverage offered by New Hampshire Insurance Company Insurance Company Am Best rated A Excellent	\$2,000,000 Aggregate \$1,000,000 Occurrence \$1,000,000 Products/Com Ops \$1,000,000 Pers/Advertising \$ 300,000 Damage to Venue \$ 5,000 Medical Expense- Spectators Only	\$ 488.00	X	
<b>LIQUOR LEGAL LIABILITY</b> Sales \$2,500	\$1,000,000	\$ 253.00	X	
<b>AUTOMOBILE LIABILITY</b>				
Non Owned/Hired Liability	\$1,000,000	\$ 250.00		X
Physical Damage To Vehicle	<b>NOT COVERED- Please purchase from the rental company</b>			
<b>RENTED, LOANED, BORROWED PROPERTY/EQUIPMENT</b>				
Value to Replace Subject to \$2500 Deductible	\$0	\$ NOT QUOTED		
<b>ACCIDENT MEDICAL-</b>				
Volunteer Medical	\$5,000	\$ 150.00		X
<b>SPORT ACTIVITY</b>				
Sport Participant Liability	\$1,000,000			
Sport Accident Medical-	\$25,000			
<b>TOTAL PREMIUM</b>	<b>Please calculate the total premium accepted</b>		\$ 741.00	

I have the authority to bind **BISBEE PRIDE INC** to an insurance contract and sign this form on their behalf. We agree and promise to pay the premiums we have accepted above.

Signature of Authorized Person *Doreen Edwards* Date 5/3/2018

Please Print the Name Signed Above Doreen Edwards Treasurer

The Insurance Company will not accept a credit card payment in excess of \$5,000. You can mail your Pride Organization check for the total amount of the premium that is due or you can make an EFT draft into our account for payment of the insurance coverage selected.

\* We are mailing our check for \$ 741.00 to Casswood Insurance Agency 5 Executive Park Dr Clifton Park NY 12065 CK#384

We are making a one-time EFT Payment to Casswood Insurance Agency account for \$ \_\_\_\_\_  
Complete the attached EFT form on the last page of this proposal and return to us along with a copy of your check.

\*If payment is not received 20 days prior to event, a Notice of Cancellation will be sent to ALL Certificate Holders.



## GENERAL LIABILITY

**Comprehensive General Liability** -This is the coverage required by municipalities or venues when you are having a public event. It is sometimes referred to as spectator's liability. Coverage will respond if you become legally obligated to pay because your negligence causes **bodily injury** to an individual or **damage to their property**. Protection begins with the "set up" of your event and ends after you "take it down" and vacate the premises.

The basic Limit of Liability is \$1,000,000 Per Occurrence /\$2,000,000 Aggregate.

*The policy provides the full limit of liability for property damage (\$1,000,000) to your venue space as long as it is rented for 7 or fewer consecutive days. If you are renting for longer than 7 days the coverage drops down to \$300,000 (Damage to Premises Rented to You)*

**Products-Completed Operations-** Protects against law suits due to injury or damage caused by your products or services

**Personal Injury & Advertising Injury** -Protects against law suits arising out of libel or slander in your advertising. Libel or slander arising out of performance content (song, comedy, speech etc) is not covered.

**Blanket Additional Insured** -Protects third parties (venues, municipalities, rental companies, etc) from law suits against them because you are using their premises or equipment, and your negligence has caused injury. The Additional Insured is covered under the same \$1,000,000 Limit of Liability that you are, so don't dilute your protection by naming Additional insured's unless you are obligated to add them because of a contract or permit.

**Waiver of Subrogation/ Primary Not Contributory-** Some cities or municipalities requires you to waive your rights to subrogate against them if a loss occurs. Others may require that your insurance is Primary and Not Contributory to the City's insurance. It is important for us to know that this clause is in your contract or agreement. When we issue Certificates of Insurance, we need to declare when subrogation has been waived or when your insurance is primary and not contributory.

<b>GENERAL LIABILITY EXCLUSIONS/LIMITATION</b>		
Medical Payments*	Mechanical Amusement Devices **	Liquor Legal Liability
Sexual Abuse & Molestation	Carnivals & Circuses **	Athletic Sports Participants
Field of Entertainment	Collapse of Temporary Structure	Assault & Battery ***
Throwing Objects	Watercraft over 75 feet	Workers Compensation
Fireworks-*/Stunts	Owned & Rented Property	Employment Related Practices
Injury To Performers While Performing		Overnight Camping

\*Medical Payments coverage does not require proof of negligence. If someone is injured at your Pride event we do require that they show that Pride was negligent in causing or contributing to the injury. If Pride is negligent payment is made from the General Liability coverage.

\*\*Fireworks/Amusement Devices/Carnivals/Circus/Rodeos- The companies bringing these amusements to your event are going to be carrying a lot more liability insurance than you are. Make sure you are added to their insurance policies as Additional Insured and that they provide you with a valid and current Certificate of Insurance. If you are unsure what constitutes a valid and current Certificate of Insurance send it to us and we will check it out for you.

\*\*\*Private Security and the Police Department are going to be insured for assault and battery types of claims. Never let a volunteer or Pride staff/employee touch a guest or each other to detain or escort a person from the festival site. Call the professionals and let them deal with it. An assault and battery claim against Pride will not be covered. Make sure you get a Certificate of Insurance from your paid security companies naming Pride as Additional Insured

## LIQUOR LEGAL LIABILITY

Generally your state liquor laws will dictate whether or not you need to protect against claims that alcohol contributed to a claim or incident. You will probably need to purchase Liquor Legal Liability coverage

- If you serve or furnish alcoholic beverages for a charge whether or not you are required to get a liquor license OR
- If you serve or furnish alcoholic beverages without a charge but are required to secure a liquor license

If you are using the Liquor License of a third party (Bar, other non profit, etc) make sure they carry at least \$1,000,000 of Liquor Legal Liability and provide you with a Certificate of Insurance naming Pride as an Additional Insured. **Do NOT let any other organization sell Liquor under your Liquor License.**



If you are serving alcohol but not charging for it or do not need to get a liquor license then you will be automatically covered for Hosted Liquor Liability under our policy.

**BOOTH VENDOR/EXHIBITOR LIABILITY**

Booth vendors or exhibitors should be insured for at least \$1,000,000 and provide proof of coverage with a Certificate of Insurance indicating that you are named as Additional Insured on their insurance policy. Vendors are independent contractors. **BISBEE PRIDE** should not be responsible for the products your vendors sell or the services they provide. Malls would not allow vendors to set up selling sites without providing Additional Insured Certificates of Insurance and neither should you for the same reason. If your vendors do not have their own insurance we can arrange a policy for them for your event only. Their cost is \$65 and they will be with a link you will provide them and buy their insurance for your event. We will be able to provide you with a printout to date of Vendors who have bought these policies through Casswood.

**AUTOMOBILE LIABILITY**

**Non Owned & Hired Automobile-Liability** - You are covered for **LIABILITY** (i.e. lawsuits) when you lease or hire automobiles, trailers, trucks etc. or loan or have the benefit of donated vehicles. You are also covered if you allow volunteers, staff, and employees to drive their own cars to perform services for the event or if you have a parade with vehicle units. **There is no coverage for damage you may cause to the vehicle.** Please note that the owners of these vehicles must also have their own insurance in compliance with state law.

**Hired Automobile-Physical Damage** - *If you are renting only a few vehicles and only for a few days, we recommend that you buy the Physical Damage coverage that the rental company offers.* The cost to buy the coverage and the fact that you will not have a Deductible will be a lot less than the insurance company premium and there are some coverages the rental company will hold you responsible for anyway like the per day rental value of a vehicle while it is being fixed, loss of value and other reasons the Rental Companies come up with, that the insurance company will not cover.

**PROPERTY**

**Rented/Loaned/Borrowed Equipment-** Property in your care, custody & control needs to be covered for theft, damage, etc. This coverage is based on the total value to replace all of the equipment you are responsible for without deductions for depreciation. Not sure if you are responsible? Read your rental contract. This coverage is subject to a \$2500 deductible.

PROPERTY EXCLUSIONS/LIMITATION		
Aircraft/Watercraft	Mysterious Disappearance	Theft From Unlocked Vehicle
Intentional Acts	Wear & Tear	Marring, Scratching
Mold/Mildew	Exposure to rain	War/Nuclear Disaster

Exclusions exist because an insurance company must protect itself against total catastrophe (**war, nuclear disaster**), because coverage for property is provided under other insurance policies (**aircraft, watercraft**), because you should be responsible for property in your care (**mysterious disappearance, theft from an unlocked vehicle, theft from a storage location that is not alarmed**) or because the loss is not sudden and accidental but rather in your control to avoid (**intentional acts, wear & tear, marring, scratching, mold, mildew, exposure to rain**)

*Coverage for Rented Property excludes coverage for "mysterious disappearance" ie "I don't know what happened to it?" Rented Property is either damaged or stolen, and you need to know one of those two things happened to it. It can't just disappear.*

**ACCIDENT/MEDICAL**

Your General Liability policy responds to claims that you were negligent or at fault in causing an injury. With any special event "\*\*\*\* happens" and no one is at fault but medical attention may be required. This proposal automatically includes coverage for Spectators and for an additional charge we can also protect your Volunteers.

**WORKERS COMPENSATION**

If you have employees you must provide Workers Compensation in accordance with your state law. If you label paid help as Independent Contractors please note that some states look at IRS-1099's as a method of payroll not a substitute for payroll. A true Independent Contractor carries their own Workers Compensation insurance.



## EFT PAYMENT FORM

### PRIDE: BISBEE PRIDE

Check by FAX, Electronic Debit (EFT) Authorization

Please complete the following information, sign below and then fax or scan/email to us with a **voided** check completed and payable to Casswood Insurance Agency Ltd **Fax 518 373 8700 Email: [chadb@casswood.com](mailto:chadb@casswood.com)**

Name on Account \_\_\_\_\_ Amount \$ \_\_\_\_\_

Routing No. \_\_\_\_\_

Account No. \_\_\_\_\_

**By completing the above, providing a voided check and signing below you are authorizing Casswood Insurance Agency LTD to deduct one time only the payment required to bind your policy.**

**Be assured that your bank controls the payment transaction and that Casswood Insurance Agency Ltd does not access your account directly in any way. With your signature you warrant that the funds are available and that you agree to replace any items returned by a financial institution along with a \$50 fee for our extra processing because the funds were not there.**

Signature \_\_\_\_\_

Print the Name represented by the signature \_\_\_\_\_

Date \_\_\_\_\_

**Attach a copy of your check below**



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular     Special

**DATE ACTION SUBMITTED:** May 9, 2018

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 SEVERAL STREETS FOR THE COASTER RACE TRIAL RUN ON JUNE 30<sup>TH</sup> AND PRE-SETS JULY 3<sup>RD</sup> AND FOR THE RACE ON JULY 4, 2018**

**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 Several Streets for the Coaster Race Trial Run on June 30<sup>th</sup>, Pre-Sets July 3<sup>rd</sup> and for the Race on July 4, 2018.

**DISCUSSION:**

Manuel Garcia, Bisbee Community Coaster Races, is requesting the use of Tombstone Canyon/ Main Street between West Boulevard and the Post Office on June 30<sup>th</sup> from 5:30am to 9:00am, Pre-Sets for Race Day on July 3<sup>rd</sup> Noon until completed and the final coaster race will take place on July 4<sup>th</sup> between 6:00am and 10:00am.

On Race Day and Trails the road will be closed at Compton / West Blvd.

This event is held on a mandatory work day for the Police Department, therefore there will not be additional charges for Public Safety Personnel. Staff has reviewed the permit and recommends approval.

**FISCAL IMPACT:**            \$231.00

**DEPARTMENT LINE ITEM ACCOUNT:**            10-34-10880

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

Prepared by: Ashlee Coronado  
Ashlee Coronado,  
City Clerk

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

RECEIVED

MAY 01 2018

City Clerk's Office  
City of Bisbee

Permit No. 15-18

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: Manuel Garcia Date: 5/1/18
- 2. Organization Name: Bisbee Community Coast or Recos
- 3. Mailing Address: 609 Arizona St. Bisbee, Ar. 85603
- Phone #:                      Contact name and phone # during event Manuel Garcia 500-236-1251

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).

See attached

- 5. Approximate Number of Participants and/or Spectators: 1,500
- 6. Requested Location of Event: See attached
- 7. Date(s) of Event: 6/30, 7/3, 7/4/2018
- 8. Hours of Event:
- 9. Hours of Reservation (with set-up and breakdown) See attached
- 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.

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

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

*Request waiver of fees and city co-sponsorship*

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

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

NOTES: 1-THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.  
2-IF YOU ARE HAVING A PARTY WITHOUT A PERMIT WITH MORE THAN 50 PEOPLE, CITY STAFF WILL COLLECT THE PERMIT FEE AT THE TIME OF YOUR PARTY AND PROVIDE YOU WITH A RECEIPT.

**APPLICANT CERTIFICATION**

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

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

  
Signature of Applicant/Authorized Party

5/1/18  
Date

# HOLD HARMLESS AGREEMENT

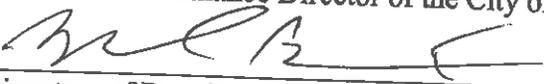
Please print or type:

In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) Coastal Race Event event the period from (date & time) 6/9/18 7am to 7/4/18 11am, the permittee Manuel Garcia 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

Manuel Garcia  
Print Name

5/1/18  
Date

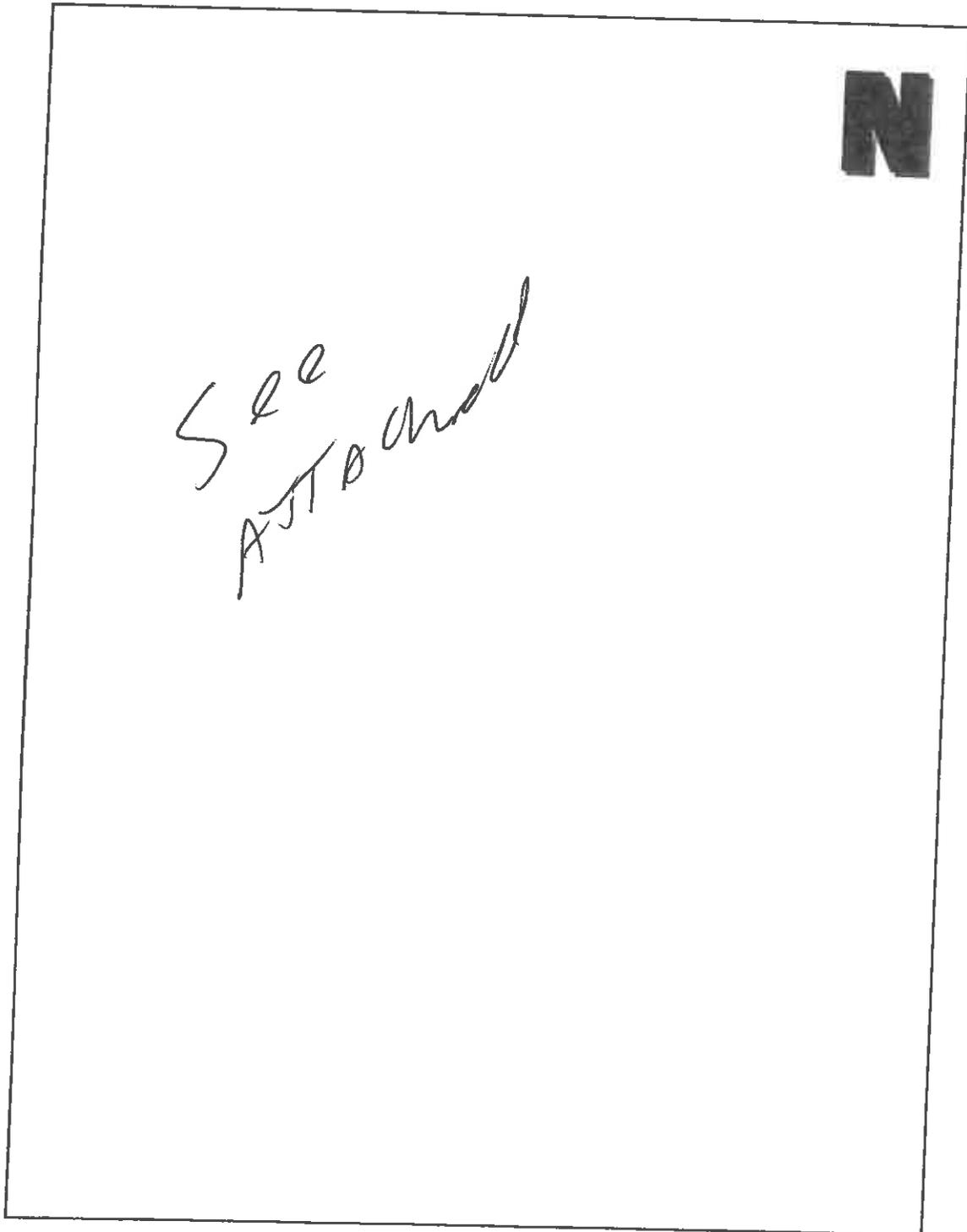
<b>COUNCIL ACTION:</b>	
Recommended to:	Approve: _____ Deny: _____
With conditions as noted:	
Mayor's Signature:	Date:



**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.



## **-Coaster Race Itinerary-**

### **Coaster Race trial Run down Tombstone Canyon/Main St.:**

**Sat. June 30th, 2018: 5:30-9:00 A.M**

Compton Ave. & West Blvd. down to the interchange (*starting line*) is to be used for BCCR traffic only from 6:00a.m-9:00a.m. Continuing down West Blvd. to Tombstone Canyon, all the way down to the Convention Parking lot (*finish line*). Fire and Police requested for traffic control and incident response. 12 race volunteers available at top and bottom of route. Race crew to place cones at all intersections.

### **Pre-sets for Race Day July 3rd, 2018: noon until completed:**

Orange safety fencing and barriers placed along race route and Main St. along business area by race volunteers. Requesting orange plastic barriers from Public Works & Border Patrol to be placed in areas determined by the race director depending on barrier availability. Requesting Port-a-Potties' to be set by Public Works, (1) at starting line, (1) at Iron Man, (1) behind post Office, and (1) behind western Bank.

### **Race Day July 4th, 2018: 6:00-10:00 a.m:**

Compton Ave. & West Blvd. down to the interchange (*starting line*) is to be used for BCCR traffic only from 6:00a.m-10:00a.m, continuing down West Blvd. to Tombstone Canyon, all the way down to the Convention Parking lot (*finish line*). Road closure as above with Police providing resident notification and clearing the course of vehicles. Police/Fire/Arizona Rangers/Races radio group on site as traffic control, crowd control, and incident response at start line, along route, and at finish line. Chain link fencing and barriers as needed set by race volunteers from Western Bank to Convention Center. Access to library balcony requested for KBRP Youth radio to provide race announcing and for race timers. KBRP to provide public address system. Race volunteers to strike fencing and barriers at completion of race, except those that must be removed by Public Works.



2000 border

**ZONE 1**

DEFINITELY NOT TO SCALE

TCR = Tombstone Canyon Road

**ZONE 2**

ASSIGNMENTS

Start - N7INK

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
- 4A. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
- 9A. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_

Finish - W87VNF

**ZONE 3**

**ZONE 4**

**ZONE 5**

FEES  
COASTER RACE  
JULY 4, 2018

Permit Fee	\$ 25.00
Special Event License	<del>32.50</del>
1 Road Closed Sign (\$2.00 x 3)	6.00
5 Porta Pots (\$90.00 x 5)	<u>450.00</u>
TOTAL	\$ <sup>481.00</sup> <del>513.50</del>
Deposit	\$ 50.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2018

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

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

<b>PRODUCER</b> Dunn Insurance, LLC P.O. Box 2525  Sierra Vista AZ 85636	<b>CONTACT NAME:</b> Kim Dunn <b>PHONE (A/C No. Ext):</b> 520-458-1944 <b>E-MAIL ADDRESS:</b> kimdunn@ins@qwestoffice.net	<b>FAX (A/C No):</b> 520-458-2701
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Bisbee's Coaster Committee Bridgett Christian 6310 S. Volcano Lane Hereford AZ 85615	<b>INSURER A:</b> Cap Specialty	<b>NAIC #</b>
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<b>GENERAL LIABILITY</b>			CGL0023022018	06/02/2018	07/04/2018	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,00
	GENERAL AGGREGATE			\$ 2,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DED							\$
	<input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Coaster Races

Schedule of events: Practice runs: June 2, 2018, June 9, 2018, June 30, 2018 and actual race July 4, 2018

**CERTIFICATE HOLDER****CANCELLATION**

City of Bisbee

118 Arizona St.

Bisbee

AZ 85603

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

AUTHORIZED REPRESENTATIVE



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular     Special

**DATE ACTION SUBMITTED:** May 10, 2018

REGULAR                   CONSENT

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

**SUBJECT:**    **APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY BISBEE PRIDE, INC FOR AN EVENT TO BE HELD AT GRASSY PARK ON FRIDAY, JUNE 15, 2018 FROM 12:00PM (NOON) TO 8:00PM AND SATURDAY, JUNE 16, 2018 FROM 10:00AM TO 8:00PM; DOREEN EDWARDS; APPLICANT**

**FROM:**            Ashlee Coronado, City Clerk

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

**PROPOSED MOTION:**            I move to approve the Special Event Liquor License application submitted by Bisbee Pride, Inc. for an event to be held at Grassy Park on Friday, June 15, 2018 from 12:00pm (Noon) to 8:00pm and Saturday, June 16, 2018 from 10:00am to 8:00pm.

**DISCUSSION:**

Ms. Doreen Edwards has requested approval of a Special Event Liquor License Application for Bisbee Pride, Inc. for an event to be held at Grassy Park on Friday, June 15, 2015 from 12:00pm (Noon) to 8:00pm and Saturday, June 16, 2018 from 10:00am to 8:00pm.

Ms. Edwards has indicated that it will be fenced with 1 Entry / 1 Exit Gate where 2 Security Personnel (Volunteers) will check ID's and issue color coded wrist bands and insure that no alcohol leaves the fenced area.

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



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

**FOR DLIC USE ONLY**

Event Date(s):
Event time start/end:
CSR:
License:

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

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 12).

**SECTION 1** Name of Organization: Bisbee Ride

Name of Licensed Contractor only (if any): \_\_\_\_\_

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 47-1664412

**SECTION 3** Event Location: Grassy Park Bisbee AZ 85603

Event Address: \_\_\_\_\_

**SECTION 4** Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

- Applicant: EDWARDS Doreen  1/11/1952  
Last First Middle Date of Birth
- Applicant's mailing address: PO 451 Bisbee AZ 85603  
Street City State Zip
- Applicant's home/cell phone: 602 620-2597 Applicant's business phone: ( ) SAME
- Applicant's email address: info@BisbeeRide.com

I, (Print Full Name) \_\_\_\_\_ declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X \_\_\_\_\_  
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year  
 State \_\_\_\_\_ County of \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Notary Public



**SECTION 7** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation 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 USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

**SECTION 8**

What is the purpose of this event?  On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 9**

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 days have been issued to this organization during the calendar year? 0  
(The number cannot exceed 10 days per year.)

3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?  
 Yes  No (if yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

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 Bisbee Pride Inc Percentage: 100%

Address PO 451 (67 Main St) Bisbee AZ 85603

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

Address \_\_\_\_\_  
Street City State Zip

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 A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

5. 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 \_\_\_\_\_ Number of Security Personnel  Fencing  Barriers

Explanation: Fenced w/ 1 entry/exit gate where 2 security personnel  
(volunteers) check ID and issue color coded waistbands  
and insure no alcohol leaves the fenced area.

**SECTION 10** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>6/15/18</u>	<u>FRIDAY</u>	<u>12 PM <del>3</del> NOON</u>	<u>8 PM</u>
DAY 2:	<u>6/16/18</u>	<u>Saturday</u>	<u>10 AM</u>	<u>8 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 11** 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. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

**SECTION 12 Local Governing Body Approval Section.**

Date Received: 5-3-2018

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

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

**SECTION 13 For Department of Liquor Licenses and Control 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.

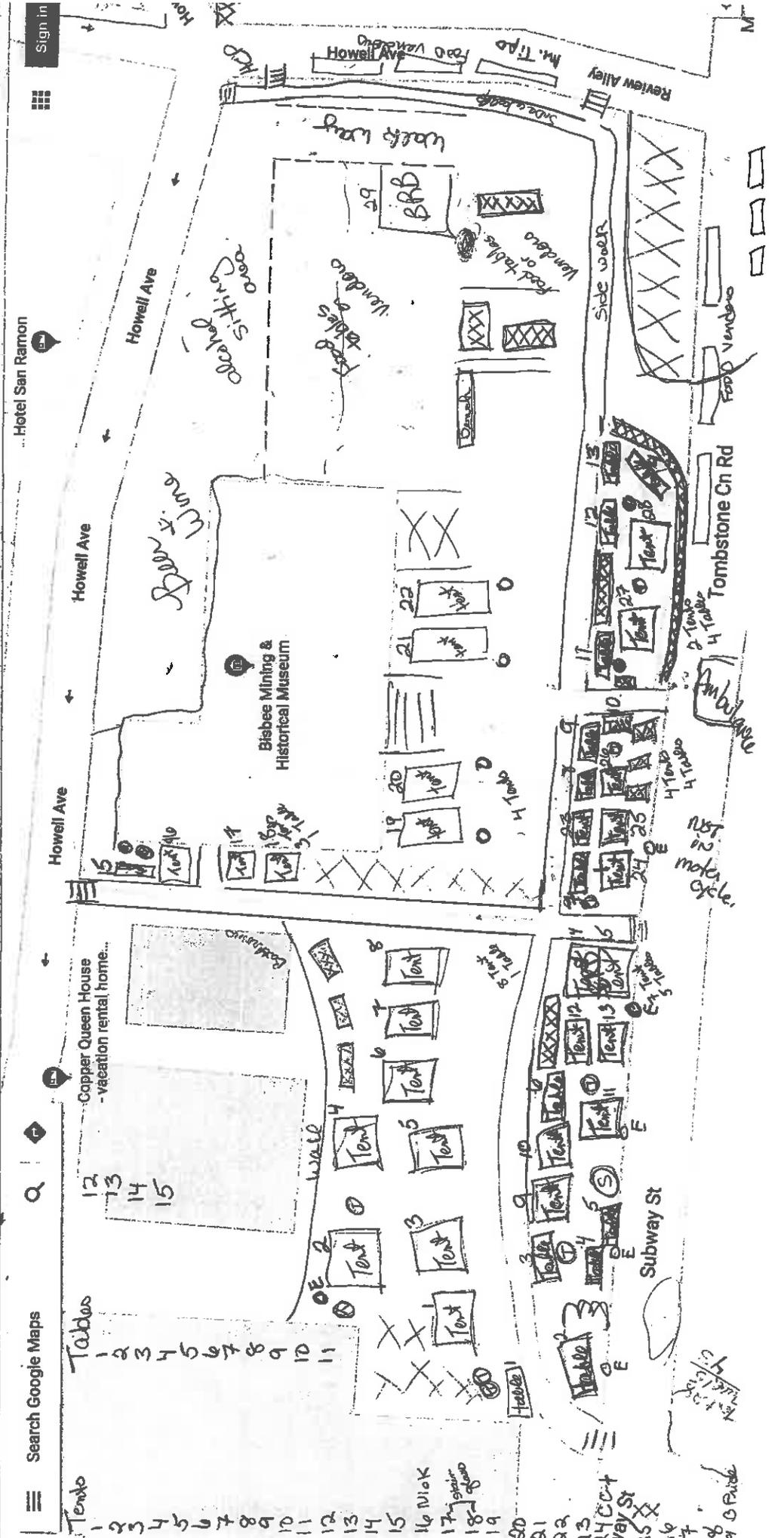
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

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

\* tent table  
 \* more bench  
 Grassy Park  
 (not to scale!)

Bride Village 2018

Chrome File Edit View History Bookmarks People Window Help  
 Google Maps  
 Secure | <https://www.google.com/maps/@31.4419929,-109.9144593,20.7z>  
 Most Recent Videos... | Yahoo! | Gmail - Inbox - uzpt... | Best Online Videos | Chas Home Mortgage... | Netflix | Welcome to Facebook... | Sirius XM | Prince+William+Cou... | Other Books



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COCHISE HEALTH AND SOCIAL SERVICES  
ENVIRONMENTAL HEALTH DIVISION

Phone: (520) 733-1111

Map: Jerome Ave & N 1st St      Number: 815-8211      Fax: 815-8211      Date: 1/20/02

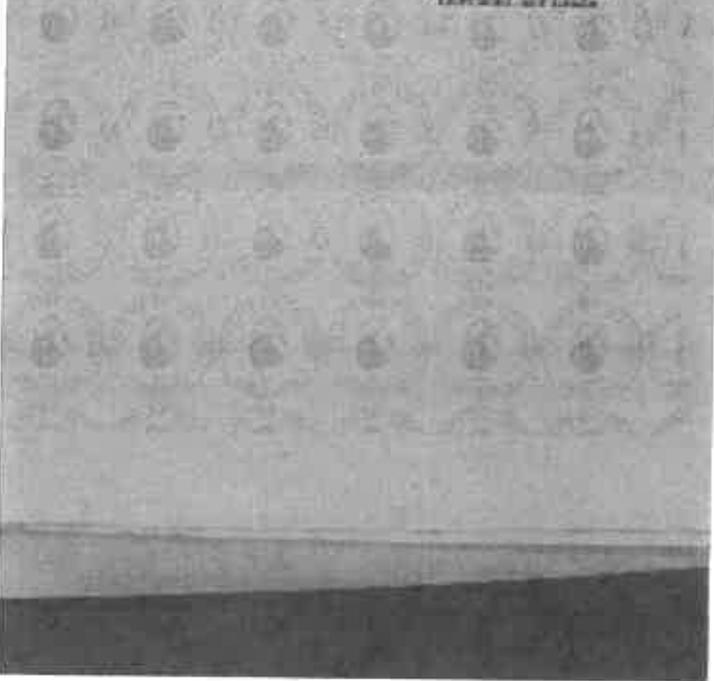
PERMITS SECTION      1-800-852-5333

C.A. # 000121-1      COUNTY: COCHISE

ADDRESS:      CITY:      STATE: AZ

MAILING ADDRESS:      ZIP CODE: 85601

*Michael J. ...*  
Environmental Health Division





**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular     Special

**DATE ACTION SUBMITTED:** May 3, 2018

**REGULAR**                       **CONSENT**

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

**SUBJECT:**    **APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION SUBMITTED BY TURN YOUR LIFE AROUND FOR AN EVENT TO BE HELD AT CITY PARK LOCATED AT 62 BREWERY AVENUE, BISBEE, ARIZONA ON SATURDAY, MAY 26, 2018 FROM NOON TO 5:00PM, SAM DONALDSON; APPLICANT**

**FROM:**            Ashlee Coronado, City Clerk

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

**PROPOSED MOTION:**            I move to approve the Special Event Liquor License Application Submitted by Turn Your Life Around for an Event to be held at City Park Located at 62 Brewery Avenue, Bisbee Arizona on Saturday, May 26, 2018 from Noon to 5:00pm.

**DISCUSSION:**  
Mr. Donaldson has requested approval of a Special Event Liquor License Application to hold an Event at City Park located at 62 Brewery Avenue, Bisbee, Arizona. The Event will be held on Saturday, May 26, 2018 from Noon to 5:00PM. The Event is for the 4<sup>th</sup> Annual Howl & Prowl Vintage Motorcycle Show.

Mr. Donaldson has indicated that there will be a total of 10 Security Personnel with 6 Security Personnel that will be stated at all exit points with 4 revolving throughout the event.

**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:**            David M. Smith  
David M. Smith  
Mayor



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

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

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 12).

**SECTION 1** Name of Organization: Turn Your Life Around

Name of Licensed Contractor **only** (if any): \_\_\_\_\_

**SECTION 2** Non-Profit/IRS Tax Exempt Number: OTC6203 501(c)3

**SECTION 3** Event Location: Old City Park

Event Address: 62 Brewery Avenue Bisbee, AZ 85603

**SECTION 4** Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

- Applicant: Donaldson Sam B 06/17/1978  
Last First Middle Date of Birth
- Applicant's mailing address: 11300 E Greaterville Rd. Sonoita AZ 85637  
Street City State Zip
- Applicant's home/cell phone: (520) 444-8552 Applicant's business phone: (520) 429-8406
- Applicant's email address: oldshitrules@gmail.com

I, (Print Full Name) SAMUEL BEIRNE DONALDSON declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] \_\_\_\_\_ 5/3/18 520444-8552  
Signature Title/Position Date Phone Number

The foregoing instrument was acknowledged before me this 3rd May 2018  
Day Month Year  
 State Arizona County of Cochise

My Commission Expires on: 4-1-2021  
Date

[Signature]  
 Signature of Notary  
 NINA LYNN WILLIAMS  
 Notary Public - Arizona  
 Cochise County  
 My Comm. Expires Apr 1, 2021

**SECTION 5** Regarding the application for a special event permit: The **Officer, Director, or Chairperson of the organization** certifies that the Organization meets the criteria in A.R.S. § 4-203.02(E) as indicated by checking one of the boxes below.

- (1)  The Organization is a political party or a campaign committee supporting a candidate for public office. Please indicate the name of the candidate that the Organization supports, the office that the candidate seeks, and the month and year that the candidate would first fill the office if successful.

Candidate: \_\_\_\_\_  
Name Office Month/Year

- (2)  The Organization is a non-profit entity organized in Arizona, or pursuant to the laws of another state that is eligible for designation under Section 501(C) of the internal revenue code of the United States. If the Organization is applying under option (2) as a nonprofit entity, please also **INITIAL** in the spaces provided next to **all** following statements to indicate that, to the best of the Organization's knowledge, the following statements are correct.

**To be initialed only by an Officer, Director, or Chairperson of the organization.**

td The Organization has received a determination letter from the Internal Revenue Service ("IRS") indicating that it is eligible for designation as a nonprofit entity under Section 501(C), eligibility or will be eligible on all days that the special event will occur, or has a pending application with the IRS for such treatment that has not been resolved but that will retroactively cover all days that the special event will occur. (Please provide a copy of either the IRS determination letter or the application [without attachments] with this application).

so The Organization is not aware of any action taken by the IRS to revoke, suspend, or otherwise eliminate their Eligibility under 501(C), or if there is a pending application, the eligibility has not received any indication that the IRS will deny its application and has a good faith basis formed upon a reasonable inquiry into IRS regulations, guidelines and forms that are eligible under 501(C).

so The Organization understands that if there is a change in circumstances after completing this form that may cause or has caused it to lose its eligibility under 501(C), whether before or after receiving an IRS determination letter, that it has an affirmative duty to notify the Department of Liquor, which may take appropriate action regarding the loss of eligibility.

**To be completed only by an Officer, Director, or Chairperson of the organization.**

I, (Print Full Name) SAMUEL BEIRNE DONALDSON declare that I am an Officer, Director, or Chairperson of the organization filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

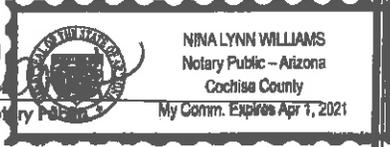
X [Signature] OFFICER 5/3/18 520.444.8552  
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 3rd May 2018  
Day Month Year

State Arizona County of Cochise

My Commission Expires on: 4-1-2021  
Date

[Signature]  
Signature of Notary Public



**SECTION 6** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
 (If yes, Local Governing Body Signature **not** required)

\_\_\_\_\_  
Name of Business License Number Phone (Include Area Code)

**SECTION 7** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation 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 USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)**

**SECTION 8**

What is the purpose of this event?  On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 9**

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 days have been issued to this organization during the calendar year? 8  
(The number cannot exceed 10 days per year.)
3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?  
 Yes  No (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)
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 TURN YOUR LIFE AROUND Percentage: 50%  
Address 1109 W. PRINCE Rd. TUCSON, AZ 85705  
Name SAM DONALDSON Percentage: 50%  
Address 1130D E. GREATERVILLE RD. SANTA AZ 85627  
Street City State Zip

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 A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

5. 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 10 Number of Security Personnel  Fencing  Barriers

Explanation: Six security personnel will be stationed at all exit points with four revolving to manage event.

**SECTION 10** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	5/26/2018	Saturday	Noon	5:00 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

**SECTION 11** 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. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



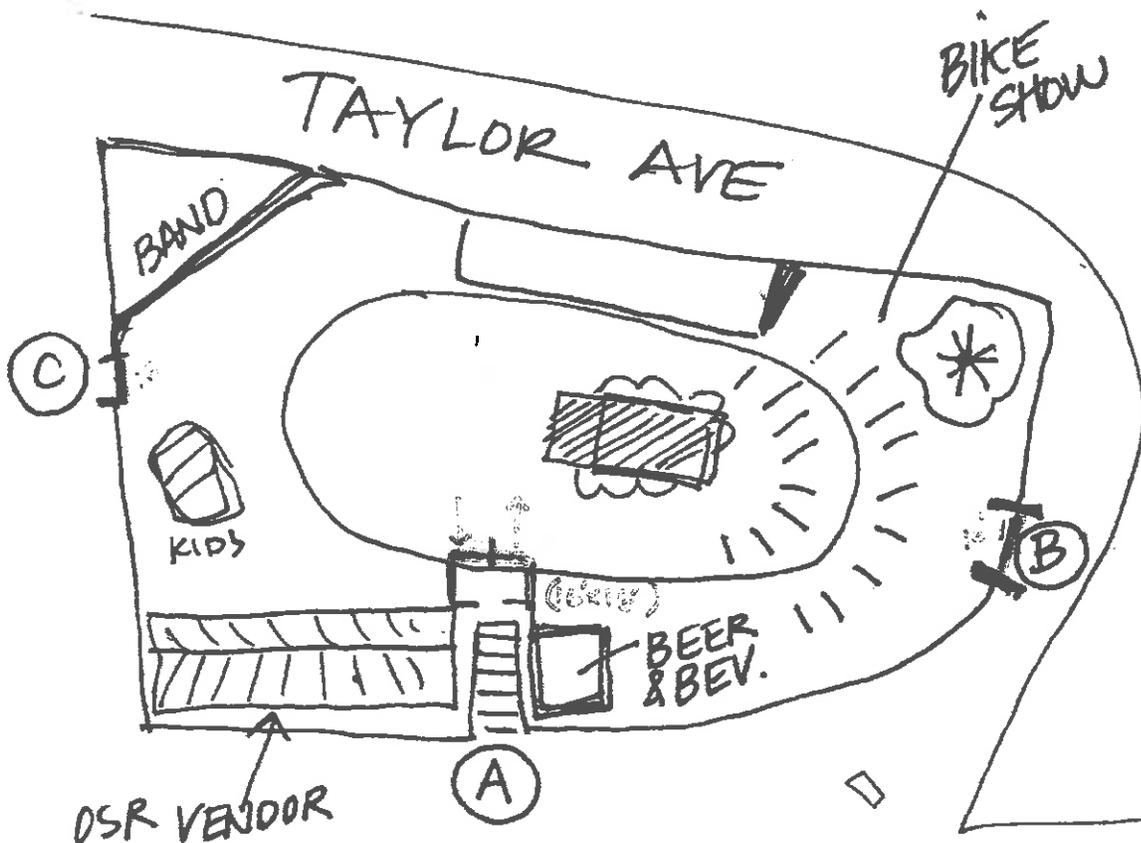
**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

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.

(A) = MAIN PUBLIC ENTER/EXIT GATES. 10'X10' FENCED SECURITY AREA (4 SECURITY STAFF)

(B) = ADMIN/SAFETY ENTER/EXIT GATE. 10' FENCE/GATE  
(EXIT)

(C) = ADMIN/SAFETY ENTER/EXIT GATE. 10' FENCE/GATE  
(ENTERTAINMENT)



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

**SECTION 12 Local Governing Body Approval Section.**

Date Received: May 3, 2018

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

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

**SECTION 13 For Department of Liquor Licenses and Control 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: May 15, 2018**

Regular    Special

<b>DATE ACTION SUBMITTED:</b> <u>May 9, 2018</u>			
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>		
<b>TYPE OF ACTION:</b>			
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/>	<b>FORMAL ACTION</b> <input type="checkbox"/>	<b>OTHER</b> <input checked="" type="checkbox"/>
<b>SUBJECT: PRESENTATION BY UNIVERSITY OF ARIZONA STUDENTS OF RESULTS OF A PARKING ANALYSIS</b>			

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

**RECOMMENDATION:**        **Presentation Only**

**PROPOSED MOTION:**        **Presentation Only**

**DISCUSSION:** \_\_\_\_\_

**FISCAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

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

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



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: May 15, 2018**

Regular    Special

**DATE ACTION SUBMITTED:** May 9, 2018

**REGULAR**                       **CONSENT**

**TYPE OF ACTION:**

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

**SUBJECT: DISCUSSION AND POSSIBLE DIRECTION TO STAFF ON A PETITION RECEIVED FROM ALICE HAMMERS REGARDING BANKING LOCALLY**

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

**RECOMMENDATION:**            **At Mayor and Council's Discretion**

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

**DISCUSSION:**

Ms. Hammers submitted a petition on April 3, 2018 regarding the following:

By Fiscal Year 2019, the City of Bisbee shall have withdrawn all its Wells Fargo funds and deposited those funds into Western Bank; and that the citizens of Bisbee shall be notified of this transfer via the Bisbee Observer and the city webpage; that an accounting of those funds be printed along with the notice of transfer.

**FISCAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

**Prepared by:**

Ashlee Coronado  
**Ashlee Coronado, City Clerk**

**Reviewed by:**

David M. Smith  
**David M. Smith, Mayor**

March 6, 2018

## **PETITION TO THE MAYOR AND CITY COUNCIL**

I/We, Petition the Mayor and the City Council of the City of Bisbee because:

The City of Bisbee promotes "buy local"; because we have in Bisbee a reputable local bank, Western Bank, that serves both the cities of Lordsburg, NM and Wilcox, AZ, and has an outstanding record for small business investment (banklocal.info) consistent with the business interests of Bisbee; because being a small local bank (four branches), Western Bank's interests must coincide with the interests of Bisbee; because the Mayor and City Council have voted to support the Paris Climate Accord; because Bisbee's current bank Wells Fargo violates that Accord being heavily invested in oil and gas; because, moreover, Bisbee's current bank, Wells Fargo, has been involved in fraudulent banking practices that could possibly affect the city of Bisbee; and because, in fact, the funds of the City of Bisbee belong to all the residents of Bisbee and having those funds locally deposited facilitates transparency and accountability.

I/We would like the Mayor and Council to consider taking the following action(s):

That by Fiscal Year 2019, the City of Bisbee shall have withdrawn all its Wells Fargo funds and deposited those funds into Western Bank; and that the citizens of Bisbee shall be notified of this transfer via the Bisbee Observer and the city web page; that an accounting of those funds be printed along with the notice of transfer.

**RECEIVED**

**APR 03 2018**

**City Clerk's Office  
City of Bisbee**

RECEIVED

APR 03 2018

DATE TAKEN OUT: March 6, 2018

**PETITION TO THE MAYOR AND CITY COUNCIL**

I/We, Petition the Mayor and the City Council of the City of Bisbee because:

(State Problem)

**ACTION DESIRED**

I/We would like the Mayor and Council to consider taking the following action(s):

(State Possible Solution to Problem. Be SPECIFIC.)

**THIS PETITION WILL BE CONSIDERED AND ANY ACTION WILL BE TAKEN WITHIN THREE REGULAR CITY COUNCIL MEETINGS.**

DATE	SIGNATURE	PRINTED NAME	ADDRESS
3-8-2018	<i>Alice R. Hamers</i>	Alice R Hamers	7391 N. Frontier Rd McNeal AZ 85617
3-8-2018	<i>Edie Greer</i>	Edie Au	2080 Kutack Bisbee AZ 85603
3-8-18	<i>Clela Metz</i>	clela Metz	118. Walsh Ave Bisbee, AZ 85603
3-10-18	<i>Kristin Grehl</i>	KRISTIN GIEHL	52 main st Bisbee AZ 85603
10 Mar 18	<i>Paul Smith</i>	PAUL ENRIGHT	17 Maxfield Ave B.
16 Mar 18	<i>Frank Kiman</i>	FRANK KIMAN	P.O. Box 1495 Bisbee AZ
10 March 18	<i>Madeleine Charon</i>	Madeleine Charon	9442 E Patti Dr. Sierra Vista 85635
10 March 18	<i>Laura Hester</i>	LEIGH THROCKMORTON	26 Howell 85603
3-10-18	<i>Amber Wakeman</i>	Amber Wakeman	1A Temby Ave.
3-10-18	<i>Fabrianne Fox</i>	FABRIANNE FOX	1642 Juniper Flats 85603
3-10-18	<i>Eve Rosenberg</i>	Eve Rosenberg	8649 N. Lucretia Mott #2 McNeal AZ 85617
3-10-18	<i>Mariah Irons</i>	Mariah Irons	8649 N Lucretia Mott #2 McNeal, AZ 85617

Signed: *Alice R. Hamers*  
Circulator

*Alice R. Hamers*

RECEIVED

APR 03 2018

DATE TAKEN OUT: 3-6-2018

City Clerk's Office  
City of Bisbee

**PETITION TO THE MAYOR AND CITY COUNCIL**

I/We, Petition the Mayor and the City Council of the City of Bisbee because:

(State Problem)

**ACTION DESIRED**

I/We would like the Mayor and Council to consider taking the following action(s):

(State Possible Solution to Problem. Be SPECIFIC.)

**THIS PETITION WILL BE CONSIDERED AND ANY ACTION WILL BE TAKEN WITHIN THREE REGULAR CITY COUNCIL MEETINGS.**

DATE	SIGNATURE	PRINTED NAME	ADDRESS
3-17		Desiree Avant	Bisbee
3/17		SHAYNA REDWINE	BISBEE
3/17		Dana House	P21sklee
3/17	Jane Gaffer	JANE GAFFER	-
3/17	Cinda Combs	CINDA COMBS	Bisbee
3-17-18		Alison McLeod	Bisbee
3-17-18	Dana Pulling	Dana Pulling	708 TOURSTONE CYN <sup>BISBEE</sup>
3-17	Norris Makbestan	NORRIS MAKBESTAN	<sup>BISBEE</sup>
3-17-18		Jeff Harris	Bisbee, AZ 85603
3/20/18		KATERINE WICKINS	PO BOX 1803 BISBEE
3/20/18		Yegor Malfarlan	51 WOOD CANYON, 85603
3/20-18		KRISTIN REED	P.O. BOX 1253

Signed:   
Circulator

Alice R. Hamers

RECEIVED

APR 03 2018

DATE TAKEN OUT: 3-6-2018

City Clerk's Office  
City of Bisbee **PETITION TO THE MAYOR AND CITY COUNCIL**

I/We, Petition the Mayor and the City Council of the City of Bisbee because:  
\_\_\_\_\_  
\_\_\_\_\_

(State Problem)

**ACTION DESIRED**

I/We would like the Mayor and Council to consider taking the following action(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(State Possible Solution to Problem, Be SPECIFIC.)

**THIS PETITION WILL BE CONSIDERED AND ANY ACTION WILL BE TAKEN WITHIN THREE REGULAR CITY COUNCIL MEETINGS.**

DATE	SIGNATURE	PRINTED NAME	ADDRESS
3/20/18	<i>[Signature]</i>	Charles Evans	PO Box 1301
3/20/18	<i>[Signature]</i>	Sara Curtis	PO BOX 853
3/20/18	<i>[Signature]</i>	Janna Buckner	PO BOX 1595 85603
3/20/18	<i>[Signature]</i>	Nauesa Serrano	P.O. Box 895 85603
3/20/18	<i>[Signature]</i>	David Owen	PO Box 1052 85603
3/20/18	<i>[Signature]</i>	Angelika Johnson	PO Box 934, 504 B Brophy Bisbee
3/31/18	<i>[Signature]</i>	Julio L. Carvello	11 Cochise Trail Bisbee AZ 85603
3/31/18	<i>[Signature]</i>	Cynthia Gentry	608 Shattuck ST Bisbee 85603
3/31/18	<i>[Signature]</i>	Rebecca Crocco	305 Mill Road Bisbee 85603
4-2-18	<i>[Signature]</i>	Roseanne Mattingly	2 Ymain St Bisbee Az 85603
4/3/18	<i>[Signature]</i>	MEL SOWIN	500 Cole Ave Bldg 85603
4/3/18	<i>[Signature]</i>	MIKE SHAFFOL	44 Wood Cyn

Signed: *[Signature]*  
Circulator

Alice R. Harner

RECEIVED

APR 03 2018

DATE TAKEN OUT: 3-6-2018

City Clerk's Office  
City of Bisbee

**PETITION TO THE MAYOR AND CITY COUNCIL**

I/We, Petition the Mayor and the City Council of the City of Bisbee because:

(State Problem)

**ACTION DESIRED**

I/We would like the Mayor and Council to consider taking the following action(s):

(State Possible Solution to Problem. Be SPECIFIC.)

**THIS PETITION WILL BE CONSIDERED AND ANY ACTION WILL BE TAKEN WITHIN THREE REGULAR CITY COUNCIL MEETINGS.**

DATE	SIGNATURE	PRINTED NAME	ADDRESS
4/3		Kenneth Cobon	504 TOMBSTONE CANYON
4/3	Rachel Ford	Rachel Ford	29 E Highway 80
4/3		Jeffrey Lambo	619 Briggs ave.
4/3	Bonnie Schofield	BONNIE SCHOFIELD	78 Pittsburg Ave.
4/3	Raghida Khouri	Raghida Khouri	315 Washington Ave
4/3	Betsy Breault	Betsy Breault	BOX 568 Bisbee
4-3-18	Susan Wille	Susan Wille	Box 1091 Bisbee
4-13-18	E. Anne Cloud	E. Anne Cloud	Box 72, Bisbee
4-3-18	Roxane Slaughter	Roxane Slaughter	121 A Clawson Bisbee AZ
4-3-18	Robyn Downey	Robyn Downey	1077 S. Playa Bisbee
4-3-18	Robert Klein	Robert Klein	128-B Opera Dr. Bisbee 85603
4-3-18	Nina M. King	NINA King	511 C Bailey Hill Bisbee 85603

Signed:   
Circulator

Alice R. Hamers

RECEIVED

APR 03 2018

DATE TAKEN OUT: March 6, 2018

City Clerk's Office  
City of Bisbee  
**PETITION TO THE MAYOR AND CITY COUNCIL**

I/We, Petition the Mayor and the City Council of the City of Bisbee because:

(State Problem)

**ACTION DESIRED**

I/We would like the Mayor and Council to consider taking the following action(s):

(State Possible Solution to Problem. Be SPECIFIC.)

**THIS PETITION WILL BE CONSIDERED AND ANY ACTION WILL BE TAKEN WITHIN THREE REGULAR CITY COUNCIL MEETINGS.**

DATE	SIGNATURE	PRINTED NAME	ADDRESS
3-10-18	<i>Cado Daily</i>	Cado Daily	47 ZACATECAS CNYN Bisbee
3/10/18	<i>Richard Dentholm</i>	Richard Dentholm	213A 15th Terrace Bisbee
3-10-18	<i>Jay Snelgrove</i>	JAY SHELGRONE	3405 W Hwy 80 BISBEE
3-10-18	<i>Doyle Chambers</i>	Doyle Chambers	#37C Mayer Bisbee
3.10.18	<i>Ruby Odell</i>	Ruby Odell	732 Tombstone Cyn Bisbee
3.10.18	<i>Bonita Cid</i>	Bonita Cid	5B Manzanita Bisbee
3-10-18	<i>Tristie Beaumont</i>	Tristie Beaumont	702 Condit St.
3-10-18	<i>J. L. E. C.</i>	J. L. E. C.	4510 E. Wickersham Rd Hereford
3-10-18	<i>Alyson Peel</i>	Alyson Peel	8075 W Rd. W + U
3-10-18	<i>Harold Walters</i>	HAROLD WALTERS	123A Tombstone CNY Bisbee AZ
3-10-18	<i>Alondra Mello</i>	Alondra Mello	79C Main St Bisbee AZ
3-10-18	<i>Jim Garrow</i>	Jim Garrow	210 A St, Bisbee, AZ

Signed: *Alice R. Hamers*  
Circulator

*Alice R Hamers*

DATE	SIGNATURE	PRINTED NAME	ADDRESS
3/10/2018	<del>Eric J. Meyer</del>	Eric J. Meyer	100 Black Knob vW 85603
3-10-2018	C. Kuhn	Cynthia Kuhn	4027 N. Twin Buttes Ct. Douglas AZ 85607
3-10-2018	Marcia Gibbons	MARCIA GIBBONS	208 ARIZONA ST BISBEE, AZ 85603
3/10/18	Meggen Connolly	Meggen Connolly	100 Black Knob Bisbee AZ 85603
3.10.18	Alexis Claire	ALEXIS CLAIRE	SIM Road BISBEE AZ 85603
3.10.18	Jamala Klein	Jamala Klein	207 Adsit St. Bisbee AZ 85603
3-10-18	Diane Carbajal	Diane Carbajal	202-B St. Bisbee, AZ. 85603-0876
3-10-18	Carolyn Toronto	Carolyn Toronto	309 Hazard St Bisbee AZ 85603
3-10-18	Darrell Thompson	Darrell Thompson	403 30 <sup>th</sup> Terrace Bisbee
3-10-18	Serena Casey	Serena Casey	4510 E. Wickersham Rd. Hereford AZ 85615
4/3/18	Rae E. Jones	Rae E. Jones	57B Subway Bisbee, AZ 85603

# Top 5 Reasons to Choose a Community Bank or Credit Union

## 1. Get the Same Services at Lower Cost

Most locally owned banks and credit unions offer the same array of services, from online bill paying to debit and credit cards, at much lower cost than big banks. Average fees at small banks and credit unions are substantially lower than at big banks, according to national data. Studies show that small financial institutions also offer, on average, better interest rates on savings and better terms on credit cards and other loans.

## 2. Put Your Money to Work Growing Your Local Economy

Small businesses, which create the majority of new jobs, depend heavily on small, local banks for financing. Although small and mid-sized banks control less than one-quarter of all bank assets, they account for more than half of all small business lending. Big banks, meanwhile, allocate relatively little of their resources to small businesses. The largest 20 banks, which now control 57 percent of all bank assets, devote only 18 percent of their commercial loan portfolios to small business.

## 3. Keep Decision-Making Local

At local banks and credit unions, loan approvals and other key decisions are made locally by people who live in the community, have face-to-face relationships with their customers, and understand local needs. Because of this personal knowledge, local financial institutions are often able to approve small business and other loans that big banks would reject. In the case of credit unions, control ultimately rests with the customers, who are also member-owners.

## 4. Back Institutions that Share a Commitment to Your Community

The fortunes of local banks and credit unions are intimately tied to the fortunes of their local communities. The more the community prospers, the more the local bank benefits. This is why many local banks and credit unions are involved in their communities. Big banks, in contrast, are not tethered to the places where they operate. Indeed, they often use a community's deposits to make investments in other regions or on Wall Street.

## 5. Support Productive Investment, Not Gambling

The primary activity of almost all small banks and credit unions is to turn deposits into loans and other productive investments. Meanwhile, big banks devote a sizeable share of their resources to speculative trading and other Wall Street bets that may generate big profits for the bank, but provide little economic or social value for the rest of us and can put the entire financial system at risk if they go bad.

This flyer was produced by the **New Rules Project's Community Banking Initiative**.  
Visit [newrules.org/banking](http://newrules.org/banking) for articles, graphs, studies, and more.

## **SOME INFORMATION ON BANKING LOCALLY**

### **(Specific to Western Bank)**

#### **Western Bank**

- chartered July, 1907 as 1<sup>st</sup> National Bank Lordsburg
- Only bank to remain open & solvent in this area during Depression years
- Became Western Bank 1952
- Assets as of 3<sup>rd</sup> quarter 2017 per Deposit Accounts: \$172.3 million with A rating
- FDIC insured

#### **Western Bank Mission Statement:**

- We will compete against mega-bank branches by providing rapid and timely services in a friendly, relaxed atmosphere allowing us to foster long term relationships with our customers and the community
- Surpass the expectations of our Stakeholders by seeking opportunities to provide financial services in Southwestern New Mexico and Southeastern Arizona
- We will profitably grow our business while maintaining the financial strength of this institution.

**Board of Directors:** mainly from NM with 2 from Texas

Currently Lordsburg and Wilcox cities use Western Bank. Wilcox changed over from Chase a few years ago. Silver City, the other Western Bank city uses Wells Fargo and has for 20 years.

#### **Some Websites to check for pros & cons of community banks vs commercial banks:**

- **FDIC: Community Banking Initiative**
- **Banklocal.info** - gives some good detail on Western Bank; notes outstanding on small business loans.
- **Bankrate.com**
- **Pocketsense.com**
- [www.icba.org/about/community-banking](http://www.icba.org/about/community-banking)



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular     Special

<b>DATE ACTION SUBMITTED:</b> <u>May 8, 2018</u>	
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>
<b>TYPE OF ACTION:</b>	
<b>RESOLUTION</b> <input checked="" type="checkbox"/>	<b>ORDINANCE</b> <input type="checkbox"/> <b>FORMAL ACTION</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT: PUBLIC HEARING AND POSSIBLE APPROVAL OF RESOLUTION R-18-07 PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION AND AUTHORIZING THE SUBMITTAL OF THIS PROPOSITION TO THE ELECTORATE AT THE ELECTION TO BE HELD ON AUGUST 28, 2018.</b>	

**FROM:**        **Keri Bagley, Finance Director**

**RECOMMENDATION:**        **Approve Resolution R-18-07**

**PROPOSED MOTION:**        **I move that we approve Resolution R-18-07 proposing an extension of the Alternative Expenditure Limitation and authorizing the submittal of this proposition to the electorate at the election to be held on August 28, 2018.**

**DISCUSSION:** This Resolution will approve the submittal of the "home rule" optional expenditure limitation to the electorate for their consideration at the election to be held on August 28, 2018. The proposed alternative is what is designated as the "pure home rule option" under which the expenditure limit for each year would be established as the same amount as authorized for expenditures in the approved budget. In the absence of this alternative limitation, the required limit on expenses would be an amount that would not be sufficient to fund many necessary services.

**FISCAL IMPACT:**        **Approximately \$10,000 (cost of adding this proposition to the election)**

**DEPARTMENT LINE ITEM ACCOUNT:**        **10-53-46531**

**BALANCE IN LINE ITEM IF APPROVED:**        **(next fiscal year expense)**

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

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

**RESOLUTION R-18-07**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION PURSUANT TO ARTICLE IX, SECTION 20 OF THE ARIZONA CONSTITUTION AND AUTHORIZING THE SUBMITTAL OF THIS PROPOSITION TO THE ELECTORATE AT THE PRIMARY ELECTION TO BE HELD ON AUGUST 28, 2018.**

**WHEREAS,** the Arizona State Constitution permits the submission to the voters of a city or town of an alternative expenditure limitation, which authorizes the citizens of each city or town to establish the applicable expenditure limitation for that city or town; and

**WHEREAS,** the voters of the City of Bisbee have previously adopted an alternative expenditure limitation each time that they have had the opportunity to do so, including, most recently, in 2014; and

**WHEREAS,** the Mayor and Council of the City of Bisbee have held two public hearings on this extension of the alternative expenditure limitation for the City of Bisbee and have determined that the approval of this expenditure extension is necessary and in the best interests of this City; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Bisbee that the following proposition be submitted to the voters of the City of Bisbee at the Primary Election scheduled for August 28, 2018:

**SHALL THE FOLLOWING BE ADOPTED BY THE CITY OF BISBEE AS AN ALTERNATIVE EXPENDITURE LIMIT:**

**THE MAYOR AND COUNCIL OF THE CITY OF BISBEE SHALL ANNUALLY, AS PART OF THE ANNUAL BUDGET ADOPTION PROCESS, ADOPT AN ALTERNATIVE EXPENDITURE LIMITATION EQUAL TO THE TOTAL AMOUNT OF BUDGETED EXPENDITURES/EXPENSES AS IT APPEARS ON THE ANNUAL BUDGET AS ADOPTED BY THE COUNCIL TO APPLY TO THE CITY OF BISBEE FOR EACH OF THE FOUR FISCAL YEARS IMMEDIATELY FOLLOWING ADOPTION OF THE ALTERNATIVE EXPENDITURE LIMITATION. THE ALTERNATIVE EXPENDITURE LIMITATION SHALL BE ADOPTED EACH YEAR AFTER A PUBLIC HEARING AT WHICH THE CITIZENS OF THE CITY/TOWN OF BISBEE MAY COMMENT ON THE PROPOSED ALTERNATIVE EXPENDITURE LIMITATION. NO EXPENDITURES MAY BE MADE IN VIOLATION OF SUCH**

ALTERNATIVE EXPENDITURE LIMITATION, NOR MAY ANY PROPOSED EXPENDITURES BE IN EXCESS OF ESTIMATED AVAILABLE REVENUES, EXCEPT THAT THE MAYOR AND THE COMMON COUNCIL MAY, BY THREE-FOURTHS VOTE, DECLARE AN EMERGENCY AND SUSPEND THE ALTERNATIVE EXPENDITURE LIMITATION. THE SUSPENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION SHALL BE IN EFFECT FOR ONLY ONE FISCAL YEAR AT A TIME.

**BE IT FURTHER RESOLVED THAT** the City Clerk of the City of Bisbee is hereby authorized to take all further and necessary action to present this issue to the voters for their consideration in an appropriate manner for their consideration at the election to be held on August 28, 2018.

**APPROVED:**

---

David M. Smith, Mayor

**ATTEST:**

---

Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

---

Britt Hansen, City Attorney



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 5/5/18

Regular     Special

**DATE ACTION SUBMITTED:** 5/8/18

**REGULAR**       **CONSENT**

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

**SUBJECT:** **DISCUSSION AND POSSIBLE APPROVAL TO PURCHASE AN EMERGENCY REPLACEMENT SCADA COMPUTER AND REQUIRED PROGRAMMING FROM AQUA AEROBIC SYSTEMS FOR USE AT THE WASTEWATER PLANT FOR A TOTAL COST OF \$33,451.00.**

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

**RECOMMENDATION:**      **Recommend Approval.**

**PROPOSED MOTION:**      **I move to approve to purchase an emergency replacement SCADA Computer and required programming from Aqua Aerobic Sysems for use at the Wastewater Plant for a total cost of \$33,451.00**

---

**DISCUSSION:** Public Works recomends the purchase of the SCADA computer and programming for the Watewater Plant. This system replaces the failing system currently in use at the plant. The SCADA system is vital to the operation of the wastewater plat. The proposed sstem is a direct replacement with upgrades from the original installer. Attached please find three different quotes for the proposed system. The amount is to be paid from Wastewater Reserves for emergency purchases on the next FY budget.

---

**FISCAL IMPACT:**      **\$33,451.00**

**DEPARTMENT LINE ITEM ACCOUNT:**      **54-40-63000**

**BALANCE IN LINE ITEM IF APPROVED:**      **\$266,549.00**

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

Reviewed by: Robert Smith  
**Robert Smith, City Manager**



TO: Bisbee WWTP  
118 Arizona Street  
Bisbee  
Arizona 85603  
USA

PROJECT: BISBEE/COCHISE COUNTY WWTP, AZ

ATN: Suzanna Vetter

PROPOSAL DATE: April 30, 2018

CC: Aqua-Aerobic Systems - AMS / ph#: 815/639-4466 / fx#: 815/654-8623  
Paul Klebs

**The following Notes apply to Aqua-Aerobic Systems' proposal:**

- We are pleased to quote, for acceptance within 30 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods, civil work, and installation by the Buyer.

One SCADA system upgrade to Windows 7 compatibility to include hardware, software, program engineering, and start up services.

The SCADA system features include:

- \* Single point of control for plant-wide monitoring
- \* Detailed, dynamic graphics depicting equipment status and PLC command status
- \* Simple, intuitive navigation between screens
- \* Historical trending and logging of data
- \* Consolidated alarming for all monitored areas
- \* Remote access for operations personnel and/or Aqua-Aerobic Systems support

**NOTES:**

- Customer to provide conduit and complete all wiring between the control panel and SCADA system.
- \* Any additional programming changes or modifications that are requested above and beyond our standard programming scope are not included in the price and may require an additional price adder.

Service included:

- \* AAS to supply updated O&M manual drawings.
- \* AAS to field test and start-up all upgrades to the system and provide unlimited phone support.

## **AquaSBR**

### **Instrumentation**

**1 P.C. Based Control and Monitoring System will be provided as follows:**

- Dell Precision Tower 5810 XL, Intel Xeon Processor E5-1620 v3 (4C, 3.5GHz), 16GB 2400MHz DDR4 RDIMM ECC memory, (2) 500GB Hard Drives in RAID 1 configuration, Integrated 1GB NIC, (1) 1GB NIC add-in card (PCIe), USB Laser 6-button mouse, 16X DVD+/-RW drive, 63 month ProSupport 7x24, 1GB video card, 24" Dell Monitor
- Microsoft Windows 10 Operating System
- Microsoft Office Home and Business Edition 2016
- Anti-virus Anti-spam Firewall software
- Panel Builder configuration software.
- RSLOGIX 500 programming software.
- FactoryTalk View SE Development software.
- FactoryTalk View SE Station software.
- Modbus communication software.

- Serial Card

**Supervision/Freight**

**Supervision/Freight Domestic**

**1 Supervision Services and Freight Package(s) will be provided as follows:**

- 2 Day(s) On Site for INSTALLATION SUPERVISION
- 1 Trip(s) for INSTALLATION SUPERVISION
- FREIGHT TO JOBSITE

**The Following Notes apply to Aqua-Aerobic Systems' Proposal:**

- We expect record set drawings and equipment to be completed and in transit to you approximately 8-10 weeks after receipt of order with acceptable terms and conditions and guarantee of payment. Any changes to the record set drawings may result in price adder(s). \*Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.

- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1100/day plus travel and living expenses.

**GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.**

**Total Price:     \$33,451**



**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

**PAYMENT**

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

**DURATION OF QUOTATION**

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

**TITLE AND RISK OF LOSS**

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**TAXES**

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

**LIMITATION OF ACTION**

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: \_\_\_\_\_  
Company: \_\_\_\_\_

Offer Respectfully Submitted,  
*Tim Lamont*

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

Tim Lamont, Senior Customer Service Representative  
Aqua-Aerobic Systems, Inc.



# PROPOSAL

February 11, 2016

Andy Haratyk  
City of Bisbee Public Works Department  
118 Arizona St  
Bisbee, AZ 85603

Quote #: Q150064

## PROJECT

### Base project:

This project involves migrating the existing SCADA system from RSVIEW 32 on a desktop PC to Factory Talk View SE on a server class machine. The current SCADA system resides on a standard desktop PC and is more susceptible to failure than a server class computer. This project will also connect the SCADA system to the new filter press by adding a wireless connection from the control room to the skid. Vertech will add one screen to show the status of the filter press.

### Option for project:

Vertech is proposing migrating the SCADA from Rockwell Software RSVIEW32 to Inductive Automation Ignition SCADA. There are several advantages to utilizing the Ignition SCADA software, but one of the more enticing aspects about it, is the expandability without additional costs. This will allow the City of Bisbee to add additional clients, weather using traditional computers or mobile devices, for no additional costs. It comes with built in remote notifications via text or email based on a schedule of who is on call for no additional cost. It is built with simplicity in mind, and the developer offers free online training to help empower owners staff members.

## SCOPE

### Base Project:

Vertech will perform the following tasks:

- Provide two (2) Ethernet wireless radios to be installed by City of Bisbee
- Provide one (1) new Dell Server Class computer
  - Dell PowerEdge T320 Tower Server
    - Intel Xeon 6 core processor

- 24 Gig RAM
- 3 – 1 TB Hard Hot-Plug Drives in RAID 5 configuration
- Redundant Power Supplies
- Provide two (2) Ubiquiti Nano Bridge Ethernet radios
  - To be installed by City of Bisbee
- Provide one (1) Rockwell Software FactoryTalk View SE Station with 15 screen license
- Convert existing Rockwell Software RSView32 application to FactoryTalk View SE
  - Add screen to display filter press equipment status
    - Existing filter press PLC program and OIT application must be provided by City of Bisbee for Vertech's programmer to match up information on SCADA.
- Vertech will perform on-site startup
  - Vertech will leave existing SCADA running while performing startup to confirm data matches.

### Option for Project:

Vertech will perform the following tasks:

- Provide two (2) Ethernet wireless radios to be installed by City of Bisbee
- Provide one (1) new Dell Server Class computer
  - Dell PowerEdge T320 Tower Server
    - Intel Xeon 6 core processor
    - 24 Gig RAM
    - 3 – 1 TB Hard Hot-Plug Drives in RAID 5 configuration
    - Redundant Power Supplies
- Provide one (1) VPN Firewall appliance

- SonicWALL TX300 with 3 users
- Provide two (2) Ubiquiti Nano Bridge Ethernet radios
  - To be installed by City of Bisbee
- Provide one (1) Inductive Automation Ignition SCADA
  - Unlimited tag and screen count
  - Unlimited mobile module
  - Tag Historian Module
  - Alarm Notification with SMS Notification
  - Allen-Bradley Driver Suite
- Convert existing Rockwell Software RSVIEW32 application to Ignition SCADA
  - Add screen to display filter press equipment status
    - Existing filter press PLC program and OIT application must be provided by City of Bisbee for Vertech's programmer to match up information on SCADA.
  - Add SMS Notification to send complete alarm information to users based on on-call schedule
  - Add basic plant information to mobile application, up to 13 screens
- Vertech will perform on-site startup
  - Vertech will leave existing SCADA running while performing startup to confirm data matches.

## PRICING

### Base Project Pricing:

Server, Software, and Radios: \$ 8,900.00

Programming: \$ 11,820.00

Project Management: \$ 1,320.00

Startup and Test: \$ 2,480.00

Subtotal: \$ 24,520.00

Tax (8.3%): \$ 738.70

**Total: \$ 25,258.70**

### Option for Project Pricing:

Server, Software, and Radios: \$ 22,340.00

Programming: \$ 25,130.00

Project Management: \$ 2,530.00

Startup and Test: \$ 2,480.00

Subtotal: \$ 52,480.00

Tax (8.3%): \$ 1,854.22

**Total: \$ 54,334.22**

### NOTES

1. The following is not provided:
  - Any permits or other governmental fees required for physical installation of any equipment
  - Additional hardware required to accommodate any changes requisitions during the course of designing or building the system
  - Any services or hardware not specified by this proposal document

### PAYMENT AND AVAILABILITY

- Net 30 days. FOB Origin
- Pricing is good for 60 days from date of this proposal
- Lead time: 5-14 Weeks Please reconfirm lead time at time of order

### CONTACT INFORMATION

Contact **Bob Simpson** with any questions regarding this proposal or to place an order:

**Bob Simpson**  
480.756.2300 Office  
480.230.9062 Mobile  
[bsimpson@verttech.com](mailto:bsimpson@verttech.com)

## TERMS AND CONDITIONS

### 1. Definition of Terms

"Subcontractor" shall be Vertech Industrial Systems, LLC. "Contractor" shall be the legal entity issuing the contract or purchase order to Subcontractor authorizing the Work. "Owner" shall be the legal entity taking possession of all tangible goods produced as a result of executing the Work. The Work shall be the entirety of the goods and services defined in the attached Proposal. The Proposal includes this document in its entirety.

2. The entire agreement between Subcontractor and Contractor consists of: (a) these Terms and Conditions, (b) the Proposal, (c) the written requirements of Contractor (if any) that are attached as Exhibit B and, (d) if applicable, Contractor's later purchase orders to the extent consistent with the foregoing documents (collectively the "Contract"). To the extent any later purchase order includes terms that additional, different or inconsistent with these Terms and Conditions or the Proposal, such additional, different or inconsistent terms are expressly rejected by Subcontractor unless agreed to by both Contractor and Subcontractor in writing. The Contract may only be modified by a written Change Order, executed by both Contractor and Subcontractor.

3. Payment must be made according to the terms defined in this Proposal or otherwise agreed to in writing. Failure to make payment as agreed will result in the assessment of finance charges of 1.5% per month or the highest amount allowable by law, whichever is smaller. Additionally, lack of payment shall be just cause to withhold shipment of any tangible goods or the release of any design documents or software. Prior to the release of any deliverable to the client, the client's payment account for the affected project shall be current.

4. If, after seven (7) days' notice by Subcontractor, the Contractor does not make payment for the Work in conformity with this Contract (or, with or without such notice if the Contractor has repeatedly failed to make payment in conformity with this Contract), the Subcontractor may suspend the Work until it receives all payments then due, and the Contract Sum shall be increased by the Subcontractor's reasonable demobilization and remobilization costs. In the event collection of any amounts due to Subcontractor is referred to an attorney, Contractor shall bear all costs of collection, including, but not limited to, Subcontractor's reasonable attorney fees. Subcontractor may require prepayment of

any or all amounts due if the financial condition of Contractor or Owner reasonably justifies it.

5. The Schedule for completing the Work shall be modified from time to time to reflect changes in scope or specifications or to permit revisions, particularly with respect to the software development portion of the Work. The Schedule also shall be extended in the event of delays caused by the Contractor, Owner or anything else not caused by the Subcontractor's acts or omissions and that are beyond Subcontractor's reasonable control.

6. To complete the Subcontractor's portion of the Project, Subcontractor will require Contractor and/or Owner to provide sufficient technical assistance to ensure that the specifications for the Work and the requirements of the Owner are communicated to the Subcontractor in a timely and cohesive manner consistent with the agreed scope of the Work. Contractor will take all steps necessary to secure the availability of such technical personnel at appropriate times to coordinate and communicate with Subcontractor. Subcontractor will not be liable for any failure to perform the Work, to the extent that the failure is caused by Contractor's lack of cooperation. Subcontractor is entitled to rely on the accuracy and completeness of any data, material, or other information furnished by Contractor, without independent investigation or verification.

7. Subcontractor's process for performing the software development portion of the Work requires Contractor's participation in the following stages of the project:

a. *Functional Specifications.* Subcontractor will prepare definitions, general drawings, specifications, etc. that specifically and completely describe the functional and visual requirements of the custom software component of the Work (the "Functional Specifications"). The Functional Specifications shall be considered a part of the Proposal. Contractor must give its approval to the Functional Specifications prior to Subcontractor proceeding with the Work. Any modifications to the Functional Specifications after such acceptance by the Contractor shall be cause for a reasonable increase in the Contract amount at Subcontractor's sole discretion.

c. *Factory Acceptance Test.* Following the substantial completion of (i) the software development Work and (ii) the fabrication,

assembly and wiring of the hardware, the Contractor shall come to Subcontractor's facilities for a Factory Acceptance Test ("FAT"), at which time the system shall be demonstrated to have fulfilled the requirements agreed to in the Functional Specifications. Contractor representation at the FAT (with qualified technical personnel) is mandatory. In the event Contractor fails or refuses to participate in the FAT, such failure or refusal shall constitute acceptance of the Work "as is."

d. *Site Acceptance Test.* Following the FAT, the parties shall arrange to have the software and hardware installed in the field for on-site testing during startup. The Contractor shall include the Subcontractor in the startup and shall permit the Subcontractor to test the software under all possible configurations and conditions. Upon completion of startup, the Subcontractor shall perform a formal Site Acceptance Test (SAT) to demonstrate conformity of the installed system to the Functional Specifications. Contractor representation at the SAT (with qualified technical personnel) is mandatory. Sign-off of the SAT results shall serve as final acceptance of the Work. In the event Contractor fails or refuses to participate in the SAT, such failure or refusal shall constitute acceptance of the Work "as is" and without Warranty.

Should the Contractor fail to follow the processes set forth above, Subcontractor's warranty of the software will be null and void.

8. The Work will be deemed accepted, and the Subcontractor's warranty period described herein shall begin, upon the earliest of the following events: (a) the date of first use by the Owner or the party for whom the Work is intended to benefit; whether such use is partial or complete; or (b) the date of successful completion of the SAT.

The Subcontractor warrants the computer and controls hardware supplied for the Project to the extent of any manufacturer's warranty to Subcontractor that is applicable to such equipment. The Subcontractor warrants that it will, for a period of one (1) year, correct, repair or replace computer software that fails to meet the design requirements of the Contract under normal use. This warranty is void if anyone other than Subcontractor has modified the software in any way. Failure to purchase adequate training for those using the software will void this limited warranty. **EXCEPT AS SET FORTH IN THIS**

Vertech Proposal Template  
Version 2.1

**PROPOSAL WITH REGARD TO BOTH HARDWARE AND SOFTWARE, THE SUBCONTRACTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER EXPRESS OR IMPLIED WARRANTIES.**

9. The Contractor shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Subcontractor) used for the Project, and shall indemnify and hold harmless the Subcontractor against all claims by licensors of such software. The Subcontractor makes no warranty regarding such third-party software or its effect on the performance of the software to be developed by the Subcontractor for the Project.

10. The software to be developed by the Subcontractor shall remain the sole intellectual property of the Subcontractor. Following acceptance and final payment to the Subcontractor, the Subcontractor will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only.

11. Subcontractor retains ownership of all intellectual property transmitted to the Contractor or Owner by the Subcontractor. Following acceptance and final payment to the Subcontractor, the Subcontractor will grant to the Owner a non-transferable, non-exclusive license to use the intellectual property for the Owner's internal purposes only. Under no circumstances shall the Owner transmit Subcontractor's intellectual property to any third party without express written consent from Subcontractor.

12. The total liability of Subcontractor to Contractor for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed the Contract Sum. **UNDER NO CIRCUMSTANCES WILL SUBCONTRACTOR BE LIABLE FOR ANY LOSS, INDEMNITY, DAMAGE OR DELAY ARISING OUT OF ITS FAILURE TO PERFORM DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, INTERFERENCE BY OTHERS, DELAYS IN RECEIVING APPROVALS OR NECESSARY INFORMATION FROM OWNER OR CONTRACTOR, FIRES, STRIKES, FLOODS, WAR, TERRORISM, RIOTS, DELAYS IN TRANSPORTATION AND ADVERSE WEATHER. UNDER NO CIRCUMSTANCES WILL SUBCONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT,**

Vertech Industrial Systems, LLC  
4409 E. Baseline Road, Ste. 127  
Phoenix, AZ 85042  
Phone 480-756-2300 Fax 877-387-0277  
[www.verttech.com](http://www.verttech.com)

## **NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER LEGAL THEORY.**

13. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's sub-subcontractors, and agents and employees of any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of the Contractor or anyone directly or indirectly employed or contracted with by Contractor (other than Subcontractor) or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In the event of a claim alleged to be caused in part by a party indemnified hereunder, if Contractor or anyone directly or indirectly employed or contracted with by Contractor (other than Subcontractor) is found to be more than 60% responsible, Contractor shall indemnify and pay Subcontractor 100% of its reasonable attorneys' fees incurred in defending such claim.

To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, and agents and employees of any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of the Subcontractor or anyone directly or indirectly employed or contracted with by Subcontractor (other than Contractor) or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In the event of a claim alleged to be caused in part by a party indemnified hereunder, if Subcontractor or anyone directly or indirectly employed or contracted with by Subcontractor (other than Contractor) is found to be more than 60% responsible, Subcontractor shall indemnify and pay Contractor 100% of its reasonable attorneys' fees incurred in defending such claim.

14. Commencing immediately, and continuing until a date one (1) year after the date of final completion of the Work, Contractor agrees not to directly or indirectly employ, solicit for employment, or advise or recommend to any other person that such other person employ or

solicit for employment, any person employed by or under contract to Subcontractor.

15. The responsibility for loss or damage of the equipment specified in the Contract shall be Contractor's from the time of shipment. Contractor is responsible for providing and maintaining adequate insurance protecting the equipment against loss or damage of any kind. Subcontractor shall pay for and maintain until final acceptance of the Work, policies of insurance issued by carriers acceptable to the Contractor which afford coverage for worker's compensation (including employer's liability) and general liability.

16. To the extent these Terms and Conditions are inconsistent with the Proposal or Contractor's written requirements (if any) attached as Exhibit B or any of Contractor's purchase orders, these Terms and Conditions shall take priority. To the extent the Proposal is inconsistent with the Contractor's written requirements (if any) attached as Exhibit B or any of Contractor's purchase orders, the Proposal shall take priority. Subcontractor's Proposal is subject to Contractor's acceptance of these Terms and Conditions. Any purchase order, acknowledgement or other document submitted by Contractor to Subcontractor that includes any terms that are inconsistent with or contradict these Terms and Conditions or the Proposal are deemed rejected unless explicitly accepted by Subcontractor, in writing.

17. All prices shall be subject to any existing or future tax or governmental charge upon any services, production, shipment, installation, sale or use of the goods or services provided by Subcontractor to the extent Subcontractor is or shall be required to collect or pay such taxes by law or regulation. The amount of such taxes shall be paid to Subcontractor immediately upon request, or in lieu thereof, a tax exemption certificate in a form satisfactory to the applicable taxing authority may be presented to Subcontractor.

18. Subcontractor may terminate this Contract for any of the reasons that Contractor may terminate its contract, if any, with Owner or any higher-tier contractor. Contractor may terminate this Contract at any time prior to approval of the Functional Specifications and upon the giving of thirty (30) days' notice. Following approval of the Functional Specifications, Contractor may terminate Subcontractor only for persistently or repeatedly failing or neglecting to carry out the Work in accordance with the Contract (and only after failing to take steps to correct such failure following ten (10) days written notice by Contractor). If terminated for whatever reason, Subcontractor shall be entitled to receive payment for the



## PROPOSAL

Work executed, and costs incurred by reason of such termination (including any restocking charges), along with reasonable overhead and profit on Work not yet executed.

19. All claims arising out of this Contract shall be subject to arbitration before a single arbitrator in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be a person with experience in software development issues. The governing law and place of the arbitration will be the state of the Project at a mutually convenient and accessible location.



# PROPOSAL

## CLIENT APPROVAL

By signing the following, the client gives Vertech the notice to proceed with this scope of work, and agrees to the Terms and Conditions set forth in this proposal.

Vertech Industrial Systems, LLC

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Signature

Signature

---

---

Printed Name

Printed Name

---

---

Title

Title

---

---

Date

Date

---

---



AZ ROC #220363

November 08, 2016

Mr. Suzanne Vetter  
City of Bisbee Wastewater Division  
118 Arizona Street  
Bisbee, AZ 85603

RE: Request for Quotation # Verbal  
**PROJECT NAME; SCADA UPGRADE "ESTIMATE"**  
Quantum Quote #16-010066

Dear Ms. Vetter:

Thank you for allowing Quantum Integrated Solutions, Inc. the opportunity to provide this engineering estimate for budgetary purposes.

**PROJECT OVERVIEW:**

Our proposal for this project is to provide a SCADA front-end replace for your Bisbee Wastewater treatment plant. This upgrade includes the materials found in our Basis of Estimate attachment in addition to the engineering services necessary for this retrofit.

**SCOPE OF WORK:**

Our proposal is based on the design information and requirements provided. Specific inclusions, exclusions and Scope of Work details are reflected in the enclosed Basis of Estimate – Attachment A.

**TERMS AND CONDITIONS:**

This proposal is based upon and subject to Quantum Integrated Solutions' enclosed Terms and Conditions – Attachment B.

**PERIOD OF PROPOSAL:**

The terms and price of this proposal are valid for a period of sixty (60) days.

**COMPENSATION:**

<b>Estimated Project Total:</b>	<b>\$ 58,115.00</b>
<b>Estimated Materials Sales Tax:</b>	<b>\$ 1,364.00</b>

If you have any question regarding this proposal, please feel free to call me at 480-699-7124.

Respectfully,



Thomas Reski  
Quantum Integrated Solutions/Engineering, Inc.





**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: **MAY 15, 2018**

Regular     Special

**DATE ACTION SUBMITTED:** May 8, 2018

**REGULAR**                       **CONSENT**

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

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL TO APPROVE AN IGA BETWEEN THE CITY OF BISBEE AND COCHISE COUNTY FLEET SERVICES FOR MAINTENANCE AND REPAIRS ON CITY VEHICLES TO INCLUDE: FLEET SERVICES, LIGHT FLEET DIVISION, IGA PROPOSAL TO CITY OF BISBEE**

**FROM:**            **Robert E. Smith, City Manager**

**RECOMMENDATION:**            **Accept and execute the IGA**

**PROPOSED MOTION:**            **I move to approve the IGA between the City of Bisbee and Cochise County Fleet Services for Maintenance and Repairs on City vehicles to include: fleet services, light fleet division, IGA proposal to City of Bisbee**

**DISCUSSION:** The City and County have explored and created a way for the City to have access to County unit pricing and support for vehicles (Police, Public Works and Administrative), as well as access to the County motor pool and county Fuel Depot and Fuel purchase cards. The agreement would provide the City with superior pricing for the above, as well as maintenance of vehicles secured through the IGA for City use. In essence, the City is able to be serviced by County Fleet Management just like another department of the County.

Benefits from this approach are multiple and will be presented at the Council meeting. Included in the CAF packet is the agreement that was passed by the Cochise County Board of Supervisors Tuesday May 8, at a regularly scheduled meeting.

**FISCAL IMPACT:**            **Reduction in acquisition and maintenance costs associated with City vehicles.**

**DEPARTMENT LINE ITEM ACCOUNT:**            **Multiple**

**BALANCE IN LINE ITEM IF APPROVED:**

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

**Reviewed by:** Robert E. Smith  
**Robert E. Smith**  
**City Manager**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
BISBEE AND COCHISE COUNTY FLEET SERVICES FOR  
MAINTENANCE AND REPAIRS ON CITY OF BISBEE VEHICLES  
AND OFF HIGHWAY EQUIPMENT**

**THIS AGREEMENT** is made and entered into by and between COCHISE COUNTY, a political subdivision of the state of Arizona (hereinafter called "the COUNTY"), and the CITY OF BISBEE (hereinafter called "the CITY"), a municipal corporation, for the purpose of exercising their respective joint powers and contracting for services for the maintenance and repair of CITY vehicles weighing up to one (1) ton. The CITY and COUNTY may each be referred to herein as "Party" or "Parties", collectively.

**RECITALS**

**WHEREAS**, the COUNTY has available, on a limited basis, certain employees, equipment and materials through Cochise County Fleet Services, which may be of significant benefit on various vehicle maintenance and repair projects of the CITY; and

**WHEREAS**, the cooperative use of COUNTY staff, equipment and materials for work on CITY projects, when such resources are not scheduled for COUNTY projects, may be in the best interest of all citizens of Cochise County; and

**WHEREAS**, both the COUNTY and the CITY are in favor of maximizing the public benefit that can be derived from the cooperative use of public resources; and

**WHEREAS**, this agreement, contracting for certain services between governments, is authorized by A.R.S. § 11-951 *et seq.* (Intergovernmental Agreements), A.R.S. § 11-251(58) (County Sale of Property to Another Government Entity at Less Than Fair Market Value), A.R.S. § 41-2631 *et seq.* (Cooperative Purchasing), as applicable,

**NOW THEREFORE**, inconsideration of the mutual covenants set forth herein, CITY and COUNTY make the following agreements:

**AGREEMENT**

**I. MAINTENANCE AND REPAIR OF CITY VEHICLES WEIGHING UP TO ONE (1) TON**

1. The CITY may deliver its vehicles weighing up to one (1) ton to Cochise County Fleet Services for maintenance and repairs. Each CITY vehicle will be maintained on an interval established by the CITY and scheduled through the COUNTY by appointment only, and subject to paragraph four (4) below. The following list of services will be provided:

- A. Vehicle lube, oil and oil filter service.
  - B. Tire repair and replacement.
  - C. Alignments.
  - D. Brake maintenance and repairs.
  - E. Engine and body electrical.
  - F. Suspension maintenance and repair.
  - G. Preventative maintenance services.
  - H. Tune up service.
  - I. A/C maintenance and repair.
  - J. Fuel system service and repair.
  - K. Cooling system maintenance and repair.
  - L. Transmission maintenance and light repair.
  - M. The vehicle will be checked over generally and the CITY will be advised of any problems that are identified.
  - N. Any problems found that are safety related to the operation of the vehicle will be repaired without consultation.
  - O. All problems reported by the CITY will be repaired, as parts and resources permit, subject to the terms of this agreement.
  - P. All preventive maintenance will be done according to current Cochise County Fleet Management guidelines.
2. The CITY vehicles may be brought in by appointment only. Each vehicle should include a list of needed repairs or maintenance or problems noted with the vehicle.
  3. The COUNTY will not repair or maintain any fire-fighting equipment on the vehicles.
  4. The COUNTY will only work on the CITY vehicles as resources permit. COUNTY vehicles shall be the first priority for COUNTY staff. If resources permit, and higher priorities do not interfere, the COUNTY Fleet Management Director will generally attempt to service the vehicles as follows:
    - A. If the CITY vehicle is in for normal maintenance and there are no other reported problems with the vehicle, the vehicle will generally be completed that same day.
    - B. If repairs or replacement parts are required on the CITY vehicles, this work will depend on part availability and magnitude of the repairs. These will be coordinated with the CITY's authorized contact person and the County Fleet Services Director.
  5. If the total repair cost is estimated to exceed \$300 (parts and Labor), COUNTY Fleet Services Director will get written approval of the CITY's designated contact person to proceed before any repairs are made.

6. The COUNTY will charge the CITY for all parts and supplies used at cost, plus a parts overhead charge of ten percent (10%), plus any applicable taxes. All labor will be charged at a rate of \$48.00 per hour. Any overtime shall be requested in writing by the CITY, and will cost time and a half, or an additional \$24.00 per hour. The COUNTY Fleet Services Director will make the final decision if overtime is available and forthcoming. The COUNTY agrees to perform its work in the manner that such work is customarily provided, according to the professional standards that are applicable to the completion of this type of work.
7. The Parties further agree to abide by the terms in Exhibit A, which are incorporated herein and attached hereto.

## II. Additional Terms of Agreement:

8. Services will be billed monthly, directly to the CITY by statement, which will include copies of COUNTY repair orders. The CITY agrees to pay these invoices within thirty (30) days of receipt.
9. The Parties shall each be responsible for their respective compliance with all requirements of any federal, state, county, or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
10. Both Parties shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101 *et seq.*) and the ADA Amendments Act of 2008 (Public Law 110-325, 42 U. S. C. 12101 *et seq.*) and all applicable federal regulations under the Act, including 28 CFR Parts 35 & 36.
11. This Agreement shall become effective upon execution by the Parties. It shall remain in effect for a period of one (1) year and shall automatically renew annually, unless either Party provides the other with written notice of its intent not to renew this Agreement, as provided below.
12. Either Party, upon thirty (30) days written notice to the other Party, may terminate this Agreement.

Notwithstanding the foregoing, termination of this Agreement by either Party shall not relieve the CITY of its obligation to pay the COUNTY for work performed as provided herein.

13. If any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

14. No provision in this Agreement shall be construed, expressly or by implication, as a waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any Party to insist upon the strict performance of any term or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the other Party from any responsibilities or obligations imposed by the Agreement or by law, and shall not be deemed a waiver of a right of a Party to insist upon the strict performance of the Agreement.

15. This contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part:

The state, its political subdivision or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

16. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that in the event they do not specifically reject the provisions of the compulsory compensation law they are deemed by the laws of Arizona to have accepted the provisions of such law, and to have elected to accept compensation under the terms of such law, and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that blanks and forms for such notice are available to all employees at the office of this company.

17. Insurance Requirements

For the term of this Agreement, the Parties shall procure and maintain insurance against claims for injury to persons or damage to property arising from, or in connection with this Agreement by the Parties, their agents, representatives, or employees.

18. To the extent permitted by law, each party to this Agreement shall (as an "Indemnitor") indemnify, defend and hold harmless the other party and its officers, officials, agents, employees and volunteers (collectively the "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees, collectively "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties becomes subject to this Section 18, the parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Section 18.1 of this Agreement, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

18.1 The Parties involved in a Claim or Claims have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. The Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

The obligations under this Section 18 shall survive the termination of this Agreement

19. This Agreement shall be governed by the laws of the State of Arizona. The Parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.
20. This Agreement amends and supersedes any vehicle services agreement previously made between the CITY and COUNTY, and specifically the agreement approved by the COUNTY on July 7th, 2009.
21. The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
22. In accordance with A.R.S. § 35-393.01, the Parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

23. The Parties hereby warrant that they will, at all times, during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each sub-consultant who performs any work for the Party under this Agreement likewise complies with the State and Federal Immigration Laws.
24. The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.
25. Notwithstanding any other provision of the Agreement, the Parties understand that Cochise County and the City are each a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.
26. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the Parties against whom enforcement thereof may be sought.
27. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.
28. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
29. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.
30. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
31. This Agreement may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the Parties.
32. This Agreement may be executed by the Parties in duplicate counterparts, each one of which shall constitute a binding contract document when signed.

33. The Parties acknowledge and understand that this is an Agreement between public agencies and it has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney. The undersigned attorney has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the above-identified Parties who have both authorized the County Attorney's Office to review the Agreement and waived any conflict of interest in so doing.

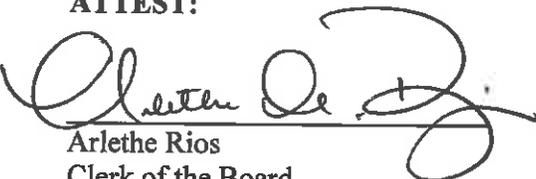
**IN WITNESS WHEREOF**, the Parties to this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

**COCHISE COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Peggy Fudd  
Chair of the Board

  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Arlethe Rios  
Clerk of the Board

  
\_\_\_\_\_  
Date

**CITY OF BISBEE**

\_\_\_\_\_  
David Smith  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**ATTORNEY CERTIFICATION**

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

APPROVED AS TO FORM this 8 day of May, 2018.

COCHISE COUNTY ATTORNEY

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



Britt Hanson  
Chief Civil Deputy County Attorney



## Cochise County Fleet Services

Public Programs...Personal Service  
www.cochise.az.gov

RUBEN MIRANDA  
Director

2-20-2018

### Fleet Services Light Fleet Division IGA Proposal to City of Bisbee

- County to provide unleaded and diesel fuel at the 5 county owned fuel sites at cost plus a \$.05 flow charge per gallon. Cochise County typically buys fuel \$.35 to \$.45 less than retail stations. Purchases to be made through the "Voyager Fuel Card" system.
- County to provide "Fleet Pool Vehicles" at \$.35 per mile which includes fuel. Insurance provided by City of Bisbee. By reservation only.
- County to assist the City of Bisbee in the purchase new fully equipped patrol vehicles sold at cost \$-cost \$ on the State Contract. Example a 2018 PPV 2WD Tahoe with equipment up fits = \$42,066
- City of Bisbee may purchase miled out fully equipped "Patrol Vehicles" (over 160,000 miles) sold at blue book value plus specialty equipment. Example a 2009 2wd PPV patrol equipped Tahoe w/161,307 miles. "Good" book value = \$11,624
- City of Bisbee may "lease" miled out fully equipped "Patrol Vehicles" (over 160,000 miles) at a per mile charge for maintenance/fuel and a charge for depreciation. Charges depend on year, make, model & miles of vehicle. Insurance provided by City of Bisbee.
- City of Bisbee may purchase non miled out fully equipped "Patrol Vehicles" (below 160,000-miles), sold at blue book value plus specialty equipment. Example a 2009 2wd PPV patrol equipped Tahoe w/130,000 miles. "Good" book value = \$11,624, plus 30,000 miles of replacement due (30,000 x \$0.265) = \$7,890. Total cost = \$19,519
- City of Bisbee may "lease" non miled out fully equipped "Patrol Vehicles" (below 160,000-miles) patrol replacement at a per mile charge for maintenance/fuel, charge for depreciation & charges for the unused replacement miles. Charges depend on year, make, model & miles of vehicle. Insurance provided by City of Bisbee.

- City of Bisbee may purchase miled out **"Fleet Vehicles"** (180,000 miles) at blue book value.
- City of Bisbee may lease miled out **"Fleet Vehicles"** (180,000 miles) at a per mile charge for maintenance/fuel and a charge for depreciation. Charges depend on year, make, model & miles of vehicle. Insurance provided by City of Bisbee.
- City of Bisbee may purchase non miled out **"Fleet Vehicles"** at below (180,000) blue book value plus replacement miles charges.
- City of Bisbee may lease non miled out **"Fleet Vehicles"** (180,000 miles or less) at a per mile charge for maintenance/fuel and a charge for depreciation, plus, any replacement miles due. Charges depend on year, make, model & miles of vehicle. Insurance provided by City of Bisbee.
- City of Bisbee to provide their list of their police and fleet vehicles they propose to have maintained and or repaired so the County can evaluate their work load capacity.
- All vehicles leased by the City of Bisbee will follow the County's 4,000 mile or 6 months service, maintenance intervals.
- The 1-9-2009 IGA developed between the Cochise County and City of Bisbee to be to be updated.



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: **May 15, 2018**

Regular    Special

<b>DATE ACTION SUBMITTED:</b> <u>May 10, 2018</u>	
<b>REGULAR</b> <input checked="" type="checkbox"/>	<b>CONSENT</b> <input type="checkbox"/>
<b>TYPE OF ACTION:</b>	
<b>RESOLUTION</b> <input type="checkbox"/>	<b>ORDINANCE</b> <input checked="" type="checkbox"/>
<b>FORMAL ACTION</b> <input type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A REAL PROPERTY LEASE AGREEMENT FOR SANTIAGO'S SIDEWALK TO BE USED FOR OUTDOOR SEATING FOR A PERIOD OF TEN YEARS</b>	

**FROM:**        **Robert Smith, City Manager**

**RECOMMENDATION:**        **Approve**

**PROPOSED MOTION:**        **I move to approve a ten year lease of the City's portion of the adjacent sidewalk on the east side of Santiago's restaurant, at 1 Howell Avenue, Bisbee, AZ to Bisbee Hospitality Group, LLC, to be used for outdoor seating at Santiago's restaurant.**

**DISCUSSION:**

Bisbee Hospitality Group, LLC (BHC) operates Santiago's restaurant at 1 Howell Street. BHC is seeking to lease the portion of the sidewalk on the east side that is owned by the City, for use as outdoor seating.

According to City Building Inspector Joe Ward, the total sidewalk area that BHC seeks to use is 388 square feet. According to a survey conducted by Sutherland Survey, the BHC's property line extends onto the sidewalk, covering 46 square feet, with the rest owned by the City.

In November 2014, when BHC sought to acquire the City's portion of the sidewalk, the Planning Commission tabled the item until the issue of an ADA compatible sidewalk was resolved. The City's Public Works Department has since constructed an ADA compatible sidewalk that can be used as an alternative to the sidewalk in question. The cost of the new sidewalk was \$3,346.47.

In 2014, there was also a question as to whether the owner of neighboring store, Bisbee Olive Oil Company, might object to BHC's use of the sidewalk for outdoor seating as it might impact traffic to the store. Bisbee Olive Oil has now confirmed that it has no objection.

BHC would prefer to purchase the sidewalk from the City. However, City staff informed BHC that they would only recommend a lease for a period of years. BHC has agreed to a lease term of ten (10) years. BHC does not intend to make any physical alterations to the sidewalk, instead using portable tables, chairs and umbrellas. The lease would not allow any physical alterations.

As for rent, the City would receive \$3,346.47, compensating it for the cost of the ADA compatible sidewalk. That amount would be paid upfront rather than piecemeal over the period of ten years.

The lease would require BLC to turn back the sidewalk in ten years in the same condition as when the lease was entered into.

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**FISCAL IMPACT:**      **\$3,346.47**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

**Prepared by:** \_\_\_\_\_  
**Robert Smith, City Manager**

**Reviewed by:**  \_\_\_\_\_  
**David Smith, Mayor**

**REAL PROPERTY LEASE AGREEMENT  
SANTIAGO'S SIDEWALK**

**THIS LEASE AGREEMENT** (also referred to herein as "Agreement" or "Lease") is made between the **CITY OF BISBEE**, a municipal corporation of the State of Arizona, hereinafter called "LESSOR," and **Bisbee Hospitality Group, LLC**, hereinafter referred to as "LESSEE."

In consideration of the mutual covenants contained herein, the parties agree as follows:

**I. THE LEASED PREMISES**

The LESSOR will lease to the LESSEE; the following described real property (the "Leased Premises") consisting of that portion of the sidewalk owned by the City adjacent to the restaurant currently operated as Santiago's, located at 1 Howell Street, Bisbee, Arizona. A survey of the Leased Premises, together with a legal description, is attached hereto.

**II. USE OF LEASED PREMISES**

The LESSEE shall occupy and use the Leased Premises only for outdoor restaurant seating.

**III. CONSIDERATION**

The LESSEE shall pay the LESSOR rent in the total amount of \$3,346.47, payable within thirty-five days after City Council approval of the Ordinance authorizing this Lease.

**IV. UTILITIES**

LESSEE shall be solely responsible for obtaining and paying for all necessary utility services on the Leased Premises, if any, and all applications and connections shall be made in the LESSEE's name only.

**V. TERM AND EFFECTIVE DATE**

The term of this Lease shall commence thirty (30) days after final approval of the Ordinance approving this Lease, and shall remain in effect for ten (10) years thereafter.

**VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS**

(a) The Leased Premises are accepted by the LESSEE in their present condition. Lessee shall make no physical alterations of the Leased Premises. The Leased Premises are provided "AS IS". LESSOR makes no warranty as to their condition. LESSOR EXPRESSLY

DISCLAIMS ANY WARRANTY OF HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(b) Repairs and Maintenance - LESSEE shall, at all times during the Lease, and at its own expense, repair, and maintain the Leased Premises in a good, safe and substantial condition. At the end of the term of this Lease, LESSEE shall return the Leased Premises to LESSOR in the same condition as when this Lease commenced.

#### **VII. LIENS**

LESSEE shall keep the Leased Premises and all improvements erected thereon free and clear of any and all mechanics, material men and other liens arising out of LESSEE's use and occupancy of the Leased Premises. Filing of a lien against the Leased Premises shall constitute a default of this Lease Agreement.

#### **VIII. TAXES AND ASSESSMENTS**

LESSEE shall pay all taxes, assessments and charges including, without limiting the generality of the foregoing, personal and real property taxes and utility charges, which may be taxed or charged to the LESSEE or upon the Leased Premises in connection with LESSEE's use and occupancy of the Leased Premises.

#### **IX. ASSIGNMENT, SUBLEASE OR LICENSE**

LESSEE shall not assign, mortgage or encumber the premises, or any other right or privilege connected therewith, or allow any other person except agents and employees of LESSEE to occupy the Leased Premises or any part thereof without first obtaining the written consent of the LESSOR for each instance. An unauthorized assignment, sublease or license to occupy by the LESSEE shall be void and shall terminate the Lease at the option of the LESSOR.

#### **X. COMPLIANCE WITH LAWS AND REGULATIONS**

LESSEE shall comply with all federal, state and county laws, rules and regulations, controlling or in any manner affecting the use or occupancy of the Leased Premises.

#### **XI. ENTRY TO PROPERTY**

LESSOR may enter the Leased Premises at any time in the case of fire or an emergency.

#### **XII. INDEMNIFICATION**

To the fullest extent permitted by law, LESSOR and LESSEE shall defend, indemnify, and hold harmless the other and its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim

processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Indemnitees or any of its departments, officers, officials, agents, and employees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of LESSOR or LESSEE to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that each party shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the other party, be indemnified by the other party from and against any and all claims. It is agreed that each party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Lease, both the LESSOR and the LESSEE agree to waive all rights of subrogation against the other, its departments, officers, officials, agents, and employees.

### **XIII. INSURANCE**

1. For the term of this Lease Agreement, LESSEE shall procure and maintain insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the LESSEE, its agents, representatives, or employees.
2. The Insurance Requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that arise out of the performance of the work under this Lease by the LESSEE, its agents, representatives, employees or subcontractors, and the LESSEE is free to purchase additional insurance.

#### **2.1 Minimum Scope and Limits of Insurance**

LESSEE shall provide coverage with limits of liability not less than those stated below.

#### **2.2 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.**

- General Aggregate \$2,000,000
- Products-Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the LESSOR as additional insureds with respect to liability arising out of the activities performed by or on behalf of the LESSEE.

b. In consideration of the benefits hereinafter described, both LESSOR and LESSEE hereby waive their rights of recovery against the other for damage to its property.

2.3 Workers' Compensation and Employers' Liability

- Workers' Compensation—Statutory
- Employers Liability—Each Accident \$1,000,000  
Disease, Each Employee \$1,000,000

a. This requirement shall not apply to each LESSEE that is exempt under A.R.S. § 23-901, and when such LESSEE executes the appropriate waiver form (Sole Proprietor or Independent LESSEE).

**Additional Insurance Requirements**

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

2.5 The LESSEE's policies, as applicable, shall stipulate that the insurance afforded the LESSEE shall be primary and that any insurance carried by the LESSOR shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2.6 Insurance provided by the LESSEE shall not limit the LESSEE'S liability assumed under the INDEMNIFICATION and RELEASE AND DISCHARGE provisions of this Lease.

2.8 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the LESSOR.

2.9 Acceptability of Insurers

LESSEE'S insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII.

2.10 Verification of Coverage

LESSEE shall furnish the LESSOR with certificates of insurance (valid ACORD form or equivalent) evidencing that LESSEE has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 2.11 All such certificates of insurance and policy endorsements must be received by the LESSOR before commencement of this Lease and every year thereafter for the duration of this Lease. The LESSOR'S receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 2.12 LESSEE shall require its subcontractors to obtain and maintain all insurance requirements as expressed or stated above.
- 2.13 Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of this Lease Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- 2.14 All certificates required by this Agreement shall be sent directly to the LESSOR.

#### **XIV. FIRE AND CASUALTY DAMAGE**

(a) If the Leased Premises shall be damaged by fire or other casualty, but the Leased Premises are either tenantable or if untenable, the Leased Premises can reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the Lease shall continue in full force and effect. In such case, the LESSEE may at its own cost, promptly and diligently repair and restore the Leased premises to substantially the same condition existing prior to such damage. Without limiting such obligation on the part of the LESSEE, the proceeds of any insurance covering such damage or destruction shall be made available to the LESSOR for such repair and restoration.

(b) If the Leased Premises shall be totally destroyed by fire or other casualty, or if the Leased Premises should be so badly damaged by fire or other casualty as to become untenable, and such damage cannot reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the LESSEE may terminate the Lease, without further obligation, by giving thirty (30) days prior written notice of such election to terminate to the LESSOR. In such event, then all insurance money received or recoverable for the loss of the Leased Premises shall belong to and be paid to LESSOR.

#### **XV. RELEASE AND DISCHARGE**

LESSOR shall not be responsible for, and assumes no liability arising from vandalism, fire, smoke, theft, damage or loss to LESSEE's property unless such vandalism, fire, smoke, theft, damage or loss is solely the fault of LESSOR. LESSEE hereby releases and discharges LESSOR from all claims, damages, losses, liabilities and demands by LESSEE for loss of or damage to LESSEE's person, employees, property, income or profit.

#### **XVI. DEFAULT OR BREACH**

Each of the following events shall constitute a default or breach of this Lease by LESSEE.

- (a) Failure to pay rent under this Lease Agreement when due.
- (b) Except as otherwise specifically provided in this Lease Agreement, failure to perform any other provision of this Lease Agreement, if the failure to perform is not cured, at the sole discretion of LESSOR, within thirty (30) days after notice of the failure has been given to LESSEE, this Agreement shall terminate without further notice. At the discretion of LESSOR, if the breach or default cannot be reasonably cured within thirty (30) days, LESSEE may not be considered in breach or default of this Agreement if LESSEE commences to cure the breach or default within the thirty (30) day period and diligently and in good faith continues to cure the default.
- (c) At the sole discretion of LESSOR, performing any work, services, operations or functions, or a use, not the subject of or intent of this Lease Agreement or within the scope of this Lease Agreement.
- (d) At sole discretion of the LESSOR, failure to operate, perform work or services or maintain the premises in a safe and environmentally sound manner.
- (e) If LESSEE shall vacate or abandon the Leased Premises.
- (f) If this Lease shall be transferred to or shall pass to or dissolve on any other person or party without the prior written consent of the LESSOR.
- (g) If LESSEE shall fail to maintain current, required amounts of insurance coverage.

LESSOR, at any time after LESSEE commits a material breach or default of this Lease Agreement, may elect to cure the breach or treat LESSEE as being in default, in either instance at LESSEE's cost. If LESSOR, at any time, by reason of LESSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by LESSOR shall be due immediately from LESSEE to LESSOR at the time the sum is paid, and if paid at a later date shall be subject to interest at the rate of ten percent (10%) per month or fraction of a month on such unpaid balance as may be due.

## **XVII. SUPPLEMENTARY CONDITIONS**

- (a) The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
- (b) It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

(c) In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

(d) The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each subcontractor who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

(e) The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

(f) Notwithstanding any other provision of the Agreement, the parties understand that LESSOR is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 *et. seq.*

(g) This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

### **XIII. TERMINATION**

(a) In the event of any default or breach by the LESSEE of any provisions of this Lease, and if such default continues for a period of thirty (30) days after written notice of default has been delivered by the LESSOR to the LESSEE, this Lease shall, at the option of the LESSOR, be terminated forthwith upon the LESSEE's receipt of a written notice of termination from the LESSOR. In such event, the LESSEE agrees to deliver peaceful and lawful possession thereof to LESSOR. LESSOR reserves its right to pursue any other legal remedy for damages or otherwise arising out of the default by the LESSEE.

(b) In the event of termination, any property or materials not removed within thirty (30) days of the termination of the Lease shall be deemed to be abandoned and may be disposed of by LESSOR at the LESSEE's expense, as LESSOR deems appropriate.

(c) This agreement may be terminated for conflict of interest, pursuant to A.R.S. §38-511.

### **XIX. RIGHTS AND REMEDIES**

No provision in this document shall be construed, expressly or by implication, as a waiver by the LESSOR of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the Lease or to exercise or delay the exercise of any right or remedy provided in the Lease or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the other party from any responsibilities or obligations imposed by the Lease or by law, and shall not be deemed a waiver of a right of a party to insist upon the strict performance of the Lease.

**XX. LEASE AMENDMENTS**

This Lease may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the LESSOR and the LESSEE.

**XXI. NOTICES**

Any notices required to be given under this Lease Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the Facilities Management Director of LESSOR or to LESSEE or, in lieu of such personal service, sent by United States mail, addressed to LESSEE at the address referenced below and to LESSOR, at the address referenced below:

LESSEE:

Robert Page  
Bisbee Hospitality Group, LLC  
P.O. Box BV  
Bisbee, AZ 85603

LESSOR:

City Manager  
City of Bisbee  
1415 Melody Ln., Bldg. G  
Bisbee, AZ 85603

In the event of personal service, notice shall be deemed given when personally served. In the event of service by certified or registered mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail post box, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. In the event of service by express overnight mail, notice shall be deemed to have been given forty-eight (48) hours after deposit of same with carrier.

**XXII. ENTIRE AGREEMENT**

This Lease Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the premises or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the leased premises or the parties hereto, which originated before the date of this Lease

Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Lease Agreement unless otherwise expressly stated in this Lease Agreement. This Lease Agreement shall not be altered, amended, or modified except by a writing signed by authorized representatives of LESSOR and LESSEE.

**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be signed by their duly authorized representatives.

**LESSEE:**

By: \_\_\_\_\_  
Robert Page  
Bisbee Hospitality Group, LLC

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

**LESSOR:**

By: \_\_\_\_\_  
David Smith, Mayor  
City of Bisbee

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

**ATTEST:**

By: \_\_\_\_\_  
Ashlee Coronado, City of Bisbee

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Britt Hanson  
City Attorney

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



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 15, 2018

Regular     Special

DATE ACTION SUBMITTED: May 8, 2018

REGULAR                   CONSENT

TYPE OF ACTION:

RESOLUTION           ORDINANCE           FORMAL ACTION           OTHER

SUBJECT: **DISCUSSION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR ELECTION SUPPLIES AND SERVICES**

**FROM:**            Ashlee Coronado, City Clerk

**RECOMMENDATION:**            Approve IGA

**PROPOSED MOTION:**            **I move that we approve an Intergovernmental Agreement with Cochise County for Election Supplies and Services**

**DISCUSSION:**

This is the Intergovernmental Agreement with Cochise County to provide assistance in conducting the City's August 28<sup>th</sup> Primary Election and if necessary, the November 6<sup>th</sup> General Election for 2018. Pursuant to this agreement, the County will provide ballots, voting equipment and ballot computation, and other administrative services necessary to conduct all City elections during the year.

**FISCAL IMPACT:**            To Be Determined

**DEPARTMENT LINE ITEM ACCOUNT:**            10-53-74000

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

Prepared by: Ashlee Coronado  
Ashlee Coronado  
City Clerk

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



## **INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the City of Bisbee (JURISDICTION), located at 118 Arizona Street, Arizona 85603 for certain election supplies and services;

**WHEREAS**, the County and the Jurisdiction have determined that the use of certain services of the Cochise County Elections Department and the Cochise County Recorder's Office is in the public interest, and the County agrees to provide such service;

**WHEREAS**, the County is willing to provide election services using a vote center model for election districts wishing to participate in the 2018 consolidated state Primary and General elections, but will not provide election services to districts wishing to conduct vote-by-mail elections on the 2018 consolidated elections dates for Primary and General elections;

**WHEREAS**, the parties have authority to enter into an intergovernmental agreement to provide for election supplies and services pursuant to A.R.S. § 11-952 (Intergovernmental Agreements), and A.R.S. Title 16 (Elections and Electors), the parties agree as follows:

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

1. **SCOPE:** The scope of this Agreement is limited to election services and supplies between the JURISDICTION and COUNTY for the Primary Election held on August 28, 2018, and the General Election held on November 6, 2018.

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

A. Election Equipment:

1. Provide E-Poll book tablets (electronic poll register), touch-screen voting equipment and tabulation equipment at designated vote centers, for vote center model elections.
2. Provide central election tabulation equipment for early ballots.
3. Provide election reporting system.
4. Provide signage and supplies (paper rolls for machines, tape, scissors, etc)

B. Administrative services to include the following:



1. Obtain facilities for use as vote centers located throughout the County.
  2. Conduct logic and accuracy tests of programs and equipment.
  3. Provide early ballots and election day ballots as required.
  4. Deliver and pickup equipment, ballots, signage and supplies.
  5. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
  6. Validate, process and count ballots.
  7. Provide for storage and destruction of ballots and election related materials in compliance with the State of Arizona Retention Schedule guidelines.
- C. Arrange for consulting services to include the following services:
1. Ballot layout and design for all ballot styles.
  2. Programming the operation of voting and tabulating equipment.
  3. Programming the operation of the election reporting module.
  4. Printing, folding, insertion and mailing Early Ballots and required notices excluding Informational Publicity Pamphlets if required by Jurisdiction.
- D. Arrange for election board workers:
1. Hire qualified election board workers to include Early Boards and Vote Center workers.
  2. Train, supervise and pay election board workers.
- E. Provide an estimate of the aggregate cost of the services and supplies.
- 3. JURISDICTION DUTIES:** The JURISDICTION understands and agrees that:
- A. The JURISDICTION retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this Agreement for any aspects of this election other than those that are expressly stated in Paragraph 2.
  - B. JURISDICTION shall pay to the COUNTY the amounts at the rates set forth on Exhibit A attached hereto and incorporated into this Agreement at actual cost.
  - C. With respect to any specific election for which the JURISDICTION desires services and supplies pursuant to this Agreement, the JURISDICTION shall provide written notice of the election to the COUNTY at least one hundred and twenty (120) days prior to such election.
  - D. The JURISDICTION shall provide the information and detail necessary to enable COUNTY to program the ballot, including the Wards, Districts, or Precincts for which elections are



to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or ballot Question to be included on the ballot, in the format requested by the COUNTY.

1. Translation of the ballot text shall be provided by the JURISDICTION.
2. The JURISDICTION is responsible for any language, layout, design, printing, mailing, and distribution of any Informational Publicity Pamphlets specific to a JURISDICTION ballot measure.
3. The JURISDICTION is responsible for final ballot proof.

E. If a recount is necessary, the JURISDICTION shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/question/proposition.

F. If an election is cancelled prior to programming or printing ballots, the JURISDICTION shall reimburse the COUNTY for administrative costs at the rate of \$250.

G. The JURISDICTION shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.

H. The JURISDICTION understands that they will be billed jointly, on one invoice, by the Elections Department and Recorder's Office for election services as outlined in the attached fee schedule.

4. **TERM.** The term of this Agreement shall begin upon approval of the parties and continue through the conclusion of the November 6, 2018 election.

5. **INDEMNIFICATION.** To the extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

6. **CANCELLATION DUE TO CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.



**7. NON-DISCRIMINATION.** To the extent required by law, each party to this Agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

**8. WORKERS' COMPENSATION.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

**9. ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

**10. IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

**11.** The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

**12. NOTICE.** All written communications shall be addressed and mailed or personally served upon the parties, as follows:



**To: Cochise County**  
Lisa M. Marra, Director  
Cochise County Elections  
1415 Melody Lane, Bldg. A  
Bisbee, AZ 85603

**To: JURISDICTION**  
Ashlee Coronado, City Clerk  
City of Bisbee  
118 Arizona Street  
Bisbee, AZ 85603

**13. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.

**14. SAVINGS CLAUSE.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

**15. AGREEMENT MODIFICATION.** This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents.

**16. BREACH.** Failure by the COUNTY and/or JURISDICTION to provide the services/ material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.

**17. WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this Agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

**18. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

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



**APPROVED:**

**COCHISE COUNTY**

**APPROVED:**

**CITY OF BISBEE**

**BY: \_\_\_\_\_**  
**Edward T. Gilligan,**  
**County Administrator**  
**Board of Supervisors**

**BY: \_\_\_\_\_**  
**David M. Smith, Mayor**

**ATTEST:**

**ATTEST:**

**BY: \_\_\_\_\_**  
**Arlethe Rios**  
**Clerk of the Board**  
**Cochise County Board of Supervisors**

**BY: \_\_\_\_\_**  
**Ashlee Coronado, City Clerk**



## INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Bisbee and the County of Cochise for the Primary Election held on August 28, 2018 and the General Election held on November 6, 2018.

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Cochise County, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

Cochise County Attorney

By: \_\_\_\_\_  
Elda Orduño, Civil Deputy  
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for JURISDICTION, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Britt W. Hanson, City Attorney

**EXHIBIT A**

**COCHISE COUNTY  
ELECTION FEE SCHEDULE  
Effective 11/14/15**

<u>Election Services</u>	<u>Rate or Fee</u>	<u>Per</u>
<u>For 2018 Primary and General Election</u>		
<u>Election Department Fee</u>		
<b>ADMINISTRATIVE SERVICE FEES</b>	\$ 500.00	Election
(These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)		
<b>BALLOT PROGRAMMING, LAYOUT, PRINTING INFORMATIONAL AND PUBLICITY PAMPHLETS</b>		
	Actual Cost	
<b>BALLOT PRINTING FEE</b>	\$ 0.42	Each
<b>ISSUE, MEASURE or CANDIDATE</b>	\$ 50.00	Each
<b>RECOUNT IF REQUIRED</b>	\$ 500.00	Each
<b>CANCELLATION OF ELECTION</b>	\$ 250.00	Each
 <u>Recorder's Office Fee</u>		
<b>POSTAGE FOR MAILING EARLY BALLOTS</b>	\$ 0.15	Ballot (200+)
<b>PRINTING &amp; PROCESSING</b>	\$ 0.88	Ballot
<b>ENVELOPES &amp; AFFIDAVITS</b>	\$ 0.66	Ballot
<b>POSTAGE &amp; HANDLING</b>	\$ 1.28	Ballot
<b>UNDELIVERABLE MAILINGS</b>	\$ 0.49	Ballot