

AGENDA

AGENDA OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, JULY 2, 2019 AT 5:30 PM AT THE CITY HALL BUILDING, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

VACANT, Ward III
Councilmember Joni Giacomino, Ward II
Councilmember Bill Higgins, Ward I
Mayor David M. Smith
Councilmember Leslie Johns, Ward I
Councilmember Joan Hansen, Ward II
Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Stephen Pauken, Interim City Manager
Ashlee Coronado, City Clerk
Keri Bagley, Finance Director
Joelle Landers, Personnel Director
Jesus Haro, Public Works Director
Albert Echave, Police Chief
George Castillo, Fire Chief

CITY ATTORNEY

Vacant

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

1. Discussion and Possible Approval of the Municipal Effluent Option Agreement between Cochise County and the City of Bisbee for a 5 year term.
David M. Smith, Mayor
2. Interviews by the Mayor and Council of the Candidates for the Vacant Ward III Council Seat.
 - Margaret Macartney
 - Duane Earl Doane
 - Louis PawlikDavid M. Smith, Mayor
3. Discussion and Possible Approval of a Motion to go into Executive Session Pursuant to A.R.S. § 38-431.03. (1) to discuss and consider the Appointment of a Council Member for the Vacant Ward III Council Seat as Authorized by ARS § 38-431.03(a)(1).

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

David M. Smith, Mayor

4. Discussion and Possible Approval of the Appointment of the Council Member for the Vacant Ward III Council Seat.

David M. Smith, Mayor

ADJOURNMENT

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

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

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 915 S. Tovreaville Road., Bisbee. Pursuant to A.R.S. § 38-431.03(A) (3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 2, 2019

Regular Special

DATE ACTION SUBMITTED: June 27, 2019

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and Possible approval of the Municipal Effluent Option Agreement between Cochise County and the City of Bisbee for a 5 year term

FROM: David M. Smith, Mayor

RECOMMENDATION: Approve Contract

PROPOSED MOTION: I move to approve the Municipal Effluent Option Agreement between Cochise County and the City of Bisbee for a 5 year term

DISCUSSION:

FISCAL IMPACT: \$35,000.00

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

MUNICIPAL EFFLUENT OPTION AGREEMENT

This MUNICIPAL EFFLUENT OPTION AGREEMENT (“Agreement”) is entered between the City of Bisbee, a municipality of the State of Arizona (the “City”), and Cochise County, a political subdivision of the State of Arizona (the “County”). The City and County are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the County intends to complete a large-scale recharge project focused upon maintaining the flows and supporting the riparian habitat of the San Pedro River (the “Bisbee Effluent Project”). The Bisbee Effluent Project requires a minimum of 200-acre feet of water annually to accomplish its intended purpose, so the County needs an assured source of water before it incurs additional expenses, including engineering and other analysis needed to complete the Bisbee Effluent Project;

WHEREAS, the City operates the San Jose Water Treatment Facility (the “Facility”), which currently discharges approximately 360-acre feet of treated wastewater (“Effluent”) annually;

WHEREAS, the City can assure minimum quantities of Effluent to the County for use in the Bisbee Effluent Project, thus ensuring beneficial use of a renewable water resource for watershed enhancement purposes while reducing demand for non-renewable water supplies;

WHEREAS, on April 17, 1989, in *Arizona Public Service Co. v. Long*, 160 Ariz. 429 (1989) (“*Long*”), the Supreme Court held, among other things, that municipal sewage effluent is neither surface water nor groundwater; it is water that loses its original character as surface water or groundwater, and does not reestablish its legal character until it is returned to the land as either surface water or groundwater, such that the municipalities creating it are free to contract for the disposition of said effluent;

WHEREAS, consistent with the holding in *Long*, the Arizona legislature subsequently amended Arizona water code to define “effluent” separately from surface or groundwater, and it is currently defined as “water that has been collected in a sanitary sewer for subsequent treatment in a facility that is regulated pursuant to title 49, chapter 2. Such water remains effluent until it acquires the characteristics of groundwater or surface water.” A.R.S. § 45-101(4).

WHEREAS, the option obtained by the County from the City in accordance with this Agreement, and any agreements the Parties will subsequently enter into to complete the transactions contemplated by this Agreement, is intended by the Parties to meet the legal standards set forth in *Long* and A.R.S. § 45-101(4) regarding the City’s contemplated disposition of the Effluent; and

WHEREAS, the Parties acknowledge that it is in each of their best interests to enter this Agreement to provide the County with the option, at a later date, to enter a longer-term agreement securing effluent from the City (the “Contemplated Effluent Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals detailed above are accurate and incorporated herein.
2. Term and Termination Date of Agreement. This Agreement shall become effective on the date on which this Agreement has been approved by the governing bodies of the Parties and is signed by authorized representatives of the Parties (the "Effective Date") and shall terminate five (5) years from the Effective Date (the "Termination Date").
3. Option Payment. In consideration of the rights conveyed by this Agreement, the County shall pay the City the sum of \$35,000.00 (the "Option Payment"). The Option Payment shall be paid to the City in immediately available funds within thirty (30) days of the Effective Date of this Agreement. The Option Payment is non-refundable and earned by the City upon receipt.
4. Rights Conveyed and Exercise of Option. This Agreement conveys to the County the right, but not the obligation, to use a minimum of 200-acre feet of Effluent and ensures that the City will make such Effluent available to the County in the event the County, or its assignee, exercises such right. The rights conveyed to the County by this Agreement shall extinguish unless the County, or its assignee, commences construction on or before the Termination Date.
5. Liquidated Damages to the County: The City's material breach of the Agreement or the Contemplated Agreement will result in damages to the County, including, but not limited to, costs incurred in permitting the Bisbee Effluent Project, securing easements or other land acquisitions related to the pipeline, engineering and design of pipeline, and costs for staff or independent contractors to perform ongoing Operation and Maintenance. The Parties agree that a reasonable estimate of the County's damages in the event of a breach is difficult due to the variables detailed herein. Thus, the Parties agree that if the County expends funds in permitting the Bisbee Effluent Project, securing easements or other land acquisitions related to the pipeline, engineering and design of pipeline, or costs for staff or independent contractors to perform ongoing Operation and Maintenance in reasonable anticipation of and reliance upon the City's performance of the Agreement or Contemplated Agreement, and the City is notified of such expenses and fails to advise of its intent not to comply with the Agreement or Contemplated Agreement, or materially breaches the Agreement or Contemplated Agreement, the County is entitled to liquidated damages in the amount of \$7,260,000 ("Full Damages") The parties agree that the Full Damages amount shall be awarded for any breach by the City in the first ten years after construction of all improvements, which completion date shall be acknowledged by all parties in writing. (the "Full Damages Period"). Upon expiration of the Full Damages

Period, the Parties agree that the County shall only be entitled to compensatory damages for any breach by the City.

6. Liquidated Damages to the City: The County's material breach of the Contemplated Agreement will result in damages to the City, including, but not limited to, costs incurred in maintenance, instrumentation, and improvements to the Facility and monitoring instrumentation or equipment that the City may install to comply with its obligations under the Contemplated Agreement. The Parties agree that a reasonable estimate of the City's damages in the event of a breach of the Contemplated Agreement is difficult due to the variables detailed herein. Thus, the Parties agree that if the City expends funds in on its Facility, including, but not limited to, permitting, instrumentation, monitoring or other improvements in reasonable anticipation of and reliance upon County's performance under the Contemplated Agreement, and the County is notified of such expenses and fails to advise of intent not to exercise, the Parties agree that the City is entitled to liquidated damages in the amount of \$510,000 ("Full Damages"). The parties agree that the Full Damages amount shall be awarded for any breach by the County in the first ten years after construction of all improvements, which completion date shall be acknowledged by all parties in writing. (the "Full Damages Period"). Upon expiration of the Full Damages Period, the Parties agree that the City shall only be entitled to compensatory damages for any breach by the County.
7. The Parties agree that the City is not entitled to liquidated damages for breach of the Agreement, and that its exclusive damages in the event the County does not exercise its rights under the Agreement is to retain the Option Payment.
8. No Third-Party Beneficiaries. This Agreement is entered and enforceable between the Parties. No third-party beneficiaries are intended by this Agreement.
9. No Third-Party Contract Interference: This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals. Each party represents that the Agreement and Contemplated Agreement will not interfere with any existing or contemplated contract with any third party.
10. Notice. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:
 - a. To the City:
City Manager
915 S. Tovreaville Rd.
Bisbee, Arizona 85604

b. To the County:

County Administrator
1415 Melody Lane, Building G
Bisbee, Arizona 85604

Any notice or communication required or necessitated by this Agreement shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, return receipt requested, or by personal delivery (which may include public or private express delivery and overnight courier services) addressed to the Party Representative specified in this Paragraph. Either Party may change such address by written notice in the manner specified above for the giving of notices to the other; provided, however, neither Party may designate a foreign address or an address for delivery of notices which does not indicate a street address (i.e., building name or number and street identification), city, state and zip code. Notice shall be deemed received as of the date such notice is (i) delivered to the Party intended to receive such notice, (ii) delivered to the then designated address of the Party Representative to receive such notice, (iii) rejected or other refusal to accept at the then designated address of the Party Representative to receive such notice, (iv) undeliverable because of a changed address of which no notice was given, or (v) three (3) days following deposit in the United States mail, if served by certified or registered mail, return receipt requested. In no event shall notices be transmitted by facsimile or electronic mail.

11. Amendments and Assignment. The Parties acknowledge that the County may—and at this point in fact intends to—convey the rights secured by this Agreement to a third party to allow that third party to complete construction and other improvements related to the Contemplated Agreement. The Parties acknowledge that the City must consent to such assignment, and such consent shall not be unreasonably withheld. Amendments to this Agreement, including assignments or other transfers of rights or obligations under this Agreement by either party, shall be made in writing, signed and dated by the Parties, prior to any changes being effective.
12. Additional Documents. The Parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of the Agreement. Nothing stated herein shall be construed as requiring any Party hereto or any representative of any Party to provide any evidence, document or testimony other than in response to legal process.
13. Records. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

14. Termination. This Agreement is subject to termination by mutual agreement of the Parties signed and confirmed in writing, or pursuant to A.R.S § 38-511.
15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of the County and the City. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
16. Invalid Provisions. In the event that 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.
17. Taxes. All payments received by the City pursuant to this Agreement may be subject to federal and local income tax. Any questions regarding the tax status of payments should be directed to the City's tax accountant.
18. Choice of Law and Venue. This Agreement is governed by the laws of the State of Arizona. Any lawsuit related to this Agreement shall be brought in Cochise County, Arizona.
19. Counterparts. This Agreement may be executed in counterparts and if so executed, shall have the same force and effect as if the documents had been executed in a single part.
20. Titles, Headings and Captions. Titles or captions contained in this Settlement Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or proscribe the scope of this Agreement or the intent of any provisions hereof.

MATERIAL TERMS OF THE CONTEMPLATED EFFLUENT AGREEMENT

Subject to alteration via mutual written, signed agreement of both Parties, and without limiting inclusion of additional or alternative material terms in the event the Parties do enter the Contemplated Effluent Agreement, the Parties agree to that the Contemplated Effluent Agreement will include the following material terms:

21. Contingency Acknowledgement. The Parties acknowledge that the Contemplated Effluent Agreement is entirely contingent upon the County securing third party funding for all phases of design and construction of the improvements required to convey the effluent to the project site, as well as securing third party funding to make the payments to the City for its effluent as provided herein.
22. Form of Agreement. The Contemplated Effluent Agreement will be in the form of a license granted from the City to the County guaranteeing a minimum available quantity of 200-acre feet of Effluent discharged from the City's Facility annually.

23. Payment Terms. The County shall pay the City \$150,000.00 upon the effective date, as such term will be further defined in the Contemplated Effluent Agreement. Additionally, the County shall pay the City, on an annual basis, \$60.00 per acre foot of Effluent actually delivered to the County for the first 200 acre feet of Effluent. At the City's discretion, and provided the County is notified of and agrees in writing to the additional delivery, the City may deliver more than 200 acre feet to the County annually. The County will pay the City \$90.00 per acre foot for each acre foot of Effluent in excess of 200 acre feet in any given year. The Parties will evaluate the market every five (5) years and adjust the per acre foot payment to reflect current market conditions for payments for Effluent that the City may deliver to the County in excess of the 200 acre foot minimum. The City is responsible for invoicing the County for all amounts due and payable.
24. Term. The term of the Contemplated Effluent Agreement will be 25 years from the effective date, as such term will be further defined in the Contemplated Effluent Agreement.
25. Volume of Effluent: A minimum of 200-acre feet of Effluent from the City's Facility will be made available to the County on an annual basis. Measurement and quantification of the volume delivered in any year will be determined by the instrumentation and monitoring equipment in place at the City's Facility. The City shall be solely responsible for maintaining its instrumentation and monitoring equipment to ensure accuracy of the quantification. The County may, however, request an independent examination of the instrumentation and monitoring equipment of the Facility in the event it believes the quantification is inaccurate.
26. Maintenance of the Facility: The City warrants and represents upkeep and maintenance of its Facility and continued compliance with and satisfaction of all statutes, laws and other regulatory or permitting standards regarding the Facility and the Effluent discharged therefrom.
27. Force Majeure. A "Force Majeure" is defined as any event beyond the control of the Parties that prevents the Parties from complying with obligations under the Contemplated Effluent Agreement, including but not limited to: act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or acts or threats of terrorism. Neither the City nor the County shall be considered in breach of the Contemplated Effluent Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure that arises after the Effective Date. The Party prevented from

carrying out its obligations hereunder (the "Affected Party") shall give notice to the other Party of an event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the City is prevented from executing the Services by the Event of Force Majeure, while the City is so prevented it shall be relieved of its obligations to make Effluent available but shall endeavor to continue to perform its obligations under the Contemplated Effluent Agreement so far as reasonably practicable. If an event of Force Majeure results in a loss or damage to the Facility, then the City shall rectify such loss or damage to the extent required by the County, provided that any Cost of rectification (less any insurance proceeds received by the City for the loss or damage) is borne by the County after the City takes reasonable steps to mitigate losses. During a period of Force Majeure, the City is not entitled to any payments pursuant to the Contemplated Effluent Agreement, and the term of the Contemplated Effluent Agreement shall be extended by a period of time equal to the period of interruption of access to available Effluent caused by the event of Force Majeure.

28. Stay or Termination. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 180 days, the Contemplated Effluent Agreement shall be stayed unless either the City or County gives the other a notice of termination. In the event either party delivers a notice of termination, it shall take effect 45 days after the giving of the notice. If, at the end of the 45-day period, the effect of the Force Majeure continues, the Contemplated Effluent Agreement shall terminate.
29. Insurance. The Parties shall each procure and maintain until all of their obligations have been discharged (including any warranty periods under this Agreement are satisfied), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Parties or their agents, representatives, employees or contractors. The types and amounts of such insurance will be further negotiated in the Contemplated Effluent Agreement, but in no event shall such insurance be insufficient to address foreseeable losses of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with an effective date as of the last signature date below, and each person signing this Agreement warrants that he/she has the capacity and authority to execute this Agreement.

APPROVED:

City Council, City of Bisbee, Arizona

David Smith, Mayor

DATE

APPROVED:

Board of Supervisors of Cochise County, Arizona

Peggy Judd, Chairperson

DATE



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: July 2, 2019

Regular Special

DATE ACTION SUBMITTED: June 26, 2019

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: INTERVIEW BY THE MAYOR AND COUNCIL OF THE CANDIDATES FOR THE VACANT WARD III COUNCIL POSITION

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION:

PROPOSED MOTION:

DISCUSSION:

The candidates that will be interviewed for the vacant Ward I position are as follows:

- Margaret Macartney
- Duane Earl Doane
- Louis Pawlik

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

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

RECEIVED

JUN 18 2019

City Clerk's Office
City of Bisbee

Margaret L. Macartney, Esq. Attorney at Law

[REDACTED] - Bisbee AZ 85603 [REDACTED]

JUNE 18, 2019

Mayor David Smith
City of Bisbee
P O Box 4601
Bisbee AZ 85603

RE: WARD III COUNCILMEMBER POSITION OPEN

Dear Mayor Smith:

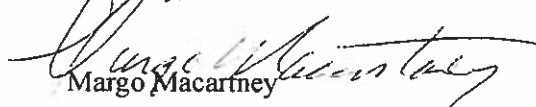
This constitutes my letter of interest for the now open seat for Ward III Councilmember.

I moved to Bisbee in 1991 and served as a Deputy Cochise County Legal Defender and then, in 1998, was promoted to Legal Defender. I served on the Planning and Zoning Board until 1996 when I moved to Douglas for nine years, returning to Bisbee in 2005 where I've resided since then. In 2006 I served on the Charter Review Board. For eight years I served as a pro tem Superior Court Judge handling Juvenile Drug Court.

My address is [REDACTED] located in Ward III. As you know, I have always been interested in and an active participant in Bisbee's affairs. I have frequently attended City Council meetings, addressed Mayor and Council and I care very much about this city. I would be honored to fill the seat recently vacated by Gabe Lindstrom until the elections in November.

I don't know how many others have applied, but I believe my 28 year residency here (even when I resided in Douglas, I worked in Bisbee), my experience and my temperament would be positive qualifications for the job.

Sincerely,


Margo Macartney

RECEIVED

JUN 24 2019
City Clerk's Office
City of Bisbee

Letter of Interest
Ward III Interim Councilmember
Duane Earl Doane

[REDACTED]
Bisbee, AZ 85603
[REDACTED]

Greetings and salutations,

I respectfully and humbly submit this letter of interest for consideration as a candidate for the interim position of the City of Bisbee Ward III Councilperson.

It was recently brought to my attention by City Staff that the current leadership is very professional, competent and hard working and contributes to a quality work environment. This was the major factor regarding my decision to enter into service in support of my beloved Bisbee and San Jose.

I am a fourth generation resident of Bisbee. My Great-Grandparents, Grandparents and Mother are interred at Evergreen Cemetery, along with Great Uncles and Aunts. My family started in Arizona after being deported from Cananea during the 1906 copper strike. The major employer for my Great Grandfather starting in 1906, was as a machinist for the El Paso and Southwestern Railroad, until it was bought out by Southern Pacific, at which time in 1924, he attained employment at the hardware store owned by H.E. Wootton as a tinner, now known as a Sheet metal fabricator. My maternal Grandfather was a blacksmith for Phelps Dodge for his whole life. On my paternal side, my family worked in Prescott and Jerome until the mines closed.

I have witnessed major cultural changes in Bisbee through the decades ranging from the mining era to the transition to the arts community and now the new era of Bisbee which is still being defined. Fortunately, the various commissions and council is paying attention to guide Bisbee to a secure future and it is my intention to make a positive contribution toward sustaining the new culture for all residents.

My areas of priority are security, safety, financial self-sufficiency, and quality of life for all Wards, along with the intelligent growth of San Jose utilizing the San Jose Charrette, the City of Bisbee's General Plan and The Community Sustainability Plan as guidance to attain these goals.

Thank you for allowing me the opportunity to submit this request for consideration as I feel that I may make a significant contribution to Bisbee and Cochise County.

Sincerely,

Duane Earl Doane

Community Service Experience
Duane Earl Doane

1965-1966- Bisbee Restoration Association. Refurbishment of the Muheim (Brewery) Building.

1969-1973- US Navy. Served in Vietnam on a salvage ship as a diver.

1981-1994- Returned to the service of the US Navy during the recession of the 1980's. Lived in Italy for 5 years and volunteered for various community service projects, as well as shipboard quality of life improvement projects. Worked in submarine repair as well as machine shop training development and safety supervision. Worked in a supervisory capacity for 13 years. Gained expertise in areas of handling hazardous materials as well as radiological controls.

1973-1978- Attended Northern Arizona University and obtained a Bachelor's Degree in Industrial Supervision, specifically metal manufacturing processes and a business minor.

1998- Returned to Bisbee to help care for my mother.

1998-2006 Joined Kiwanis and held positions on the board of directors as well as several officer positions up to president.

2003-2005- Christmas in April- Held position on Board of Directors as Promotion chairman. Repaired and restored windows on various homes throughout the Bisbee District.

2001 & 2005- Provided support for chilli & cornbread charity dinners and raised \$5000 at each event for the Red Cross in response to 911 and Hurricane Katrina.

2012- Manufactured and installed three dimensional map of Cochise County for State Centennial at cost of materials.

2018- Volunteer for City of Bisbee- located fireplugs and identified with GPS coordinates and plotted locations on Google Earth.

2019- Volunteer for City of Bisbee- Manufactured hangers and installed signs for Bisbee Arts and Cultural District. Ongoing project.

2013- present Community Sustainability Commission for the City of Bisbee. Created The Bisbee Sustainability Plan. Chairman of the CSC for three years.

RECEIVED

JUN 24 2019

City Clerk's Office
City of Bisbee

June 24, 2019

Louis Pawlik

[REDACTED]
Bisbee, AZ 85603
[REDACTED]

Re: Ward 3 City Council Vacancy

Bisbee City Council:

I wish to be considered for appointment to the Ward 3 City Council vacancy. My resume of qualifications is attached.

I have enjoyed my time on the Bisbee Planning and Zoning Commission and believe I would be able to further serve my community by appointment to this council vacancy.

Regards,



Louis Pawlik

June 24, 2019

Ward 3 City Council Vacancy

Pawlik, Louis J.

[REDACTED]
Bisbee, Az 85603 (mailing and residential)
[REDACTED]
[REDACTED]

Resident of Ward 3 in Bisbee for 28 months. Presently a member of the Bisbee Planning and Zoning Commission.

EDUCATION: Catalina H.S., Tucson, 1962-66; U of A, Tucson, 1966-70, BA, English Lit; U of A, 1974-77, BS, Mechanical Engineering; Air War College, USAF, 1993; Troy State University, MS, Human Resources Management, 1998.

EMPLOYMENT: Az Air National Guard, avionics repairman, 1970-76; Az Department of Economic Security, claims deputy, 1972-74; Duval Mining Company, engineer, 1977-83; Active duty, USAFANG, civil engineer; Squadron Commander, Base Fire Marshal 1983-2003, retired Lieutenant Colonel.

CIVIC/VOLUNTEER EXPERIENCE: Board of Directors, Pima Air and Space Museum, 1996-2002.

OTHER RELEVANT BACKGROUND INFORMATION: Managed development and execution of long range master plan for the Tucson Air National Guard Base from 1985 to 1996. Developed and executed facilities master plan for "Operation Snowbird" at Davis-Monthan AFB from 1996 to 2002. Prepared infrastructure inventory and development plan for Pima Air and Space Museum in 1996. Member of Bisbee Planning and Zoning Commission since February 2017.

QUALIFICATION AND INTEREST: Registered in Arizona as Civil Engineer, #25006 (inactive at this time). My experience in master planning and construction management would serve my community well.

Louis Pawlik



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 2, 2019

Regular Special

DATE ACTION SUBMITTED: June 26, 2019

REGULAR **CONSENT**

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A MOTION TO GO INTO EXECUTIVE SESSION TO DISCUSS AND CONSIDER THE APPOINTMENT OF A COUNCIL MEMBER FOR THE VACANT WARD III COUNCIL POSITION AS AUTHORIZED BY § ARS 38-431.03, (A)(1).

FROM: David M. Smith, Mayor

RECOMMENDATION: Approve Motion

PROPOSED MOTION: I move to go into Executive Session to Discuss and Consider the appointment of a Council Member for the vacant Ward III Council position as authorized by ARS § 38-431.03(a)(1)

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: July 27, 2019

Regular Special

DATE ACTION SUBMITTED: June 26, 2019

REGULAR **CONSENT**

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

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF THE COUNCIL MEMBER FOR THE VACANT WARD III COUNCIL POSITION.

FROM: David M. Smith, Mayor

RECOMMENDATION: NA

PROPOSED MOTION: I move to Approve the appointment of _____ as Council Member for the vacant Ward III position.

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