

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 19, 2026, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Karen Schumacher, Ward I
Councilmember Pete Skinner, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore
Councilmember Mel Sowid, Ward II
Councilmember Lori Reynolds, Ward I

STAFF

Ashlee Coronado, Interim City Manager / City Clerk
Keri Bagley, Finance Director
Bridgette Kantner, Personnel Director
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

CALL TO THE PUBLIC

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.
2. Approval of the Consent Agenda
 - A. Approval of the Minutes of the Regular Session of Mayor and Council held on Tuesday, May 5, 2026.

Ashlee Coronado, City Clerk

- B. Acceptance of the Resignation of Bill Bailey from the Parks and Recreation Committee.

Ashlee Coronado, City Clerk

- C. Approval of the Park, Facility and Right-of-Way Use Permit for the Bisbee Rotary Club for the use of Cole Avenue, Bisbee Road/Douglas Street, Ruppe Avenue, and Arizona Street for the Annual 4th of July Parade on Saturday, July 4, 2026, from 11:00am to 1:00pm with possible waiver of fees.

Ashlee Coronado, City Clerk

- D. Approval of an Inmate Work Contract (“IWC”) No. 26-067-31 Bisbee Police Department.

Ashlee Coronado, City Clerk

OLD BUSINESS

NEW BUSINESS

3. Public Hearing and Discussion and Possible Approval of Resolution R-26-13: Establishing Increases to Wastewater Rates or Rate Components Fees, or Service Charges for a six (6) year period; Providing for Repeal of Conflicting Resolutions; and Providing for Severability.

Keri Bagley, Finance Director

4. Discussion and Possible Approval of Resolution R-26-12 Accepting the Fiscal Year 2027 PSPRS Pension Funding Policy.

Keri Bagley, Finance Director

5. Discussion and Possible Approval of Resolution R-26-11: Designating Keri Bagley as the Chief Fiscal Officer (CFO) for Fiscal Year 2027 for the Purpose of Submitting the City’s Annual Expenditure Limitation Report to the Arizona Auditor General’s Office.

Keri Bagley, Finance Director

6. Discussion and Possible Approval of the FY27 Employee Benefit Renewal Agreements.

Bridgette Kantner, Personnel Director

7. Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to Fund a Grant Application for Carolyn Toronto in the amount of \$500.00 from the Bisbee Arts Commission Fund.

Karen Schumacher, BAC Liaison

8. Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to Fund a Grant Application for Andrew van Baal in the amount of \$500.00 from the Bisbee Arts Commission Fund.

Karen Schumacher, BAC Liaison

9. Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to Fund a Grant Application for Joe Barron in the amount of \$398.00 from the Bisbee Arts Commission Fund.

Karen Schumacher, BAC Liaison

10. Discussion and Possible Approval of a Subaward Agreement between Cochise County Department of Development Services and the City of Bisbee in the amount of \$150,000.00 to be used for environmental remediation and clean-up for 30 Main Street Bisbee, AZ.

Melissa Hartman, City Planner

11. Discussion and Possible Approval of Change Order with Poster Mirto McDonald for Commercial Kitchen design consulting in the amount of \$3,864.68.
Mike Normand, Construction Project Manager Camp Naco
12. Discussion and Possible Approval of a new 60-month lease agreement between the Bisbee Police Department and RICOH USA, Inc. for the acquisition of two upgraded intelligent-series copier/fax machines. These units will replace the department's current leased machines, which have become obsolete.
Timothy Cox, Chief of Police
13. Discussion and Possible Approval of Contract Amendment No. 1 with the Arizona Department of Corrections to increase inmate labor from a rate of \$.50/hr. to \$1.00/hr.
Matthew Gurney, Public Works Director
14. Discussion and Possible Acceptance of the Resignation of Councilmember Lori Reynolds and Discussion and Recommendation for scheduling to fill this vacancy.
Ken Budge, Mayor
15. Discussion and Possible Approval of Resolution R-26-14, Approving the transfer of funds in the amount of \$140,576.97 from the Capital Improvement funds back to the Bed Tax Fund.
Karen Schumacher, Councilmember Ward I
Mel Sowid, Councilmember Ward I
16. Discussion and Possible Approval of an Agreement to Provide Service Pursuant to a Cooperative Purchasing Contract and GSA Statement of Work with CivicPlus, LLC for Doc Access Implementation accessibility services to support ADA website compliance.
Ashlee Coronado, Interim City Manager
17. Discussion and Possible Approval to rescind the contract for DMO Services and Rejecting all DMO bids and Possible Direction regarding posting of a new RFP.
Ashlee Coronado, Interim City Manager
18. City Manager's Report:

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

ADJOURNMENT:

Pursuant to A.R.S. § 38-431.02(H), The public will have physical access to Council Chambers 20 minutes before the meeting is scheduled to begin.

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

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

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 118 Arizona St, Bisbee.

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

1

CITY OF BISBEE
FINANCE DEPARTMENT

Payment Approval Report - by GL Account
Report dates: 5/1/2026-5/14/2026

Page: 1
May 14, 2026 09:08AM

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
GENERAL FUND							
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIRE	26-0509	EE & ER COB PPE 05-09-2026	05/12/2026	1,940.82	1,940.82	05/13/2026
1623	NATIONWIDE RETIRE	26-0509	Ruiz, Gabriel PPE 05-09-2026	05/12/2026	380.48	380.48	05/13/2026
1623	NATIONWIDE RETIRE	26-0509	EE & ER FIRE PPE 05-09-2026	05/12/2026	2,984.70	2,984.70	05/13/2026
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE 05-09-202	Police union dues for PPE 05/09/2026	05/12/2026	175.00	175.00	05/13/2026
1147	BISBEE FIREFIGHTER	PPE 05-09-202	Fire Union Dues for PPE 05/09/2026	05/12/2026	472.50	472.50	05/13/2026
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-CITY-M	LegalShield Premiums City May 2026	05/06/2026	391.80	391.80	05/07/2026
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT	26-0509	Child Support Payments for PPE 05/09/2026	05/12/2026	667.71	667.71	05/13/2026
Total :					7,013.01	7,013.01	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER CO	26-0507	Water Reports - April 2026	05/07/2026	125.00	125.00	05/12/2026
1181	PEREGRINE CORP.	0087743	CITY OF BISBEE CARD BILLS 0505	05/06/2026	1,375.33	.00	
10-52-42040 ADVERTISING							
1153	BISBEE OBSERVER	11661	PUBLISH FY27 BUDGET	05/07/2026	3,227.23	.00	
Total FINANCE DEPARTMENT:					4,727.56	125.00	
COMMUNITY DEVELOPMENT							
10-54-13100 BUSINESS TRAVEL							
5527	HARTMAN, MELISSA	26-0501	GAS/LODGING REIMBURSEMENT-2026 AZ BROWNFIELD	05/01/2026	164.96	.00	
10-54-22000 WATER - SHELTER							
1106	ARIZONA WATER CO	100029353-04-	936 S Tovreaville/Pound - 100029353	04/30/2026	104.11	104.11	05/12/2026
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WOR	92	TOVREAVILLE RD-ANIMAL SHELTER	05/01/2026	64.97	64.97	05/12/2026
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	26-0423/AS	Internet Svc-Animal Shelter- 8160130030025674	04/19/2026	153.44	153.44	05/04/2026
10-54-46000 OPERATIONAL EXPENSES							
2412	COPPER QUEEN PU	23473	1500 DESIGN REVIEW BOARD BROCHURES	04/29/2026	962.73	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON C	D08151820260	ANIMAL SHELTER - LABOR	04/27/2026	24.00	.00	
3163	AZ STATE PRISON C	D08151820260	ANIMAL SHELTER - MILEAGE	04/27/2026	66.56	.00	
Total COMMUNITY DEVELOPMENT:					1,540.77	322.52	
ADMINISTRATION & GENERAL GOV'T							
10-55-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	0565682960-0	118 Arizona St. - #0566117970	04/22/2026	840.79	840.79	05/04/2026
10-55-22000 WATER							
1106	ARIZONA WATER CO	100024789-04-	915 S Tovreaville Juv. Det. Hm-Chambers #100024789	04/30/2026	280.90	280.90	05/12/2026
1106	ARIZONA WATER CO	100074711-04-	76 Erie St./Lowell Plaza #100074711	04/16/2026	.00	.00	
1106	ARIZONA WATER CO	100077530-03-	118 Arizona St #100077530	04/24/2026	301.44	301.44	05/12/2026
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	TOVREAVILLE RD-CHAMBERS	05/01/2026	46.32	46.32	05/12/2026
1225	BISBEE PUBLIC WOR	92	118 ARIZONA ST-CITY HALL	05/01/2026	424.24	424.24	05/12/2026
10-55-24000 PHONES							
1791	CENTURY LINK QCC	780846093	Long Distant / #72745186 April 2026	04/24/2026	7.21	7.21	05/04/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-55-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-050	FY26 4TH QTR LIABILITY INS.-ADMIN & GEN	05/04/2026	131.00	.00	
10-55-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SE	1CJP-FH6R-3C	AMAZON BASIC WIDE RULED CANARY 12PK	04/20/2026	10.68	.00	
4926	AMAZON CAPITAL SE	1RHM-4DLL-C	HOOK AND STRAP WITH METAL BUCKLES	04/09/2026	9.36	.00	
4926	AMAZON CAPITAL SE	1VQM-D6PD-T	BLYNKIE HIGHLIGHTERS 120 PACK	04/13/2026	23.49	.00	
4926	AMAZON CAPITAL SE	1VQM-D6PD-T	500 PCS RED CONFIDENTIAL STICKERS	04/13/2026	13.46	.00	
4926	AMAZON CAPITAL SE	1VQM-D6PD-T	OFFICEMATE MINI BINDERS 4QTY	04/13/2026	24.60	.00	
Total ADMINISTRATION & GENERAL GOVT:					2,113.49	1,900.90	
PERSONNEL							
10-56-42040 ADVERTISING							
1153	BISBEE OBSERVER	11660	PUBLIC NOTICE FOR SEASONAL EMPLOYMENT (POOL)	05/07/2026	71.07	.00	
Total PERSONNEL:					71.07	.00	
LEGAL SERVICES							
10-57-34000 CONTRACT SERVICES							
6849	PIERCE COLEMAN P	32899	GENERAL LEGAL SERVICES - APRIL	05/11/2026	8,542.50	.00	
Total LEGAL SERVICES:					8,542.50	.00	
WATER SYSTEMS							
10-58-34000 CONTRACT SERVICES							
1137	GEN-TECH	02-163436-1	WS-MULE GULCH-REPLACE VALVE COVER GASKET	04/28/2026	336.42	.00	
10-58-55000 EQUIPMENT REPAIR & MAINT							
5883	KELLER ELECTRICAL	0242581-IN	PUMP	04/30/2026	3,358.15	.00	
Total WATER SYSTEMS:					3,694.57	.00	
INFORMATION SYSTEMS							
10-59-24001 INTERNET ACCESS							
4059	SPARKLIGHT	26-0423/NCH	Internet Svc-City Hall/118 Arizona St.-8160130030022291	04/30/2026	466.00	466.00	05/12/2026
Total INFORMATION SYSTEMS:					466.00	466.00	
POLICE DEPARTMENT							
10-62-22000 WATER							
1106	ARIZONA WATER CO	100062157-03-	35 HWY 92 Police Dept 100062157	04/21/2026	100.46	100.46	05/04/2026
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	35 HWY 92-POLICE	05/01/2026	160.75	160.75	05/12/2026
10-62-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910005134336	1 W. HWY 92 - Police #910005134336	04/28/2026	56.25	56.25	05/04/2026
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	26-0423/BPD	Internet Svc-Police Department - 8160130030019180	04/19/2026	165.92	165.92	05/04/2026
10-62-34000 CONTRACT SERVICES							
1137	GEN-TECH	02-164279-1	SEMI-ANNUAL INSPECTION	05/07/2026	392.50	.00	
6172	MMPC	186678	POLICE-PEST CONTROL MAY'26	05/05/2026	50.00	.00	
1499	RICOH USA, INC	5073182894	BASE CHARGES-2 COPIERS	05/01/2026	68.72	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08185820260	PD-LABOR	04/27/2026	18.00	.00	
3163	AZ STATE PRISON C	D08185820260	PD-MILEAGE	04/27/2026	44.66	.00	
10-62-46000 OPERATIONAL EXPENSES							
2242	POINT EMBLEMS LLC	20497	MC SOUVENIR COINS	05/11/2026	2,575.60	.00	
10-62-46621 AMMUNITION							
2160	SCOTTSDALE GUN C	111155	SPEER AMMO GOLD DOT 112 62GR	05/01/2026	2,178.80	.00	
2160	SCOTTSDALE GUN C	113193	AMMO/HORDANY CUSTOM 223 55GR	05/01/2026	1,308.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING,	504047	TOWING SERVICES B26-2382	04/29/2026	210.00	.00	
1636	COCHISE AUTO SER	717	TOWING SERVICES/B26-2357	04/27/2026	388.00	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	382582	WILLCOX PD	10/31/2025	369.64	.00	
6536	BISBEE NAPA AUTO P	382765	WILLCOX PD	11/03/2025	140.77	.00	
6536	BISBEE NAPA AUTO P	382853	WILLCOX PD	11/04/2025	107.18	.00	
6536	BISBEE NAPA AUTO P	382904	WILLCOX PD	11/04/2025	44.79	.00	
6536	BISBEE NAPA AUTO P	386072	WILLCOX PD	12/16/2025	69.87	.00	
6536	BISBEE NAPA AUTO P	386600	WILLCOX PD	12/23/2025	50.74	.00	
6536	BISBEE NAPA AUTO P	396032	AUTO PARTS 3894	04/29/2026	4.19	.00	
6536	BISBEE NAPA AUTO P	396358	AUTO PARTS 4334	05/04/2026	4.19	.00	
2195	ED MORSE FORD	501005480	SENSOR 8534	04/13/2026	132.12	.00	
10-62-62002 TIRES							
1854	W R RYAN - FIRESTO	T36445	4 TIRES 3664	04/13/2026	825.84	.00	
1854	W R RYAN - FIRESTO	T36591	2 TIRES 4402	04/30/2026	559.69	.00	
Total POLICE DEPARTMENT:					10,027.32	483.38	
FIRE DEPARTMENT							
10-64-12300 UNIFORMS & CLOTHING							
2204	SIEGEL'S UNIFORMS	632787-1	UNIFORM ALLOWANCE FOR BRANDON HILDERBRAND	04/10/2026	532.00	.00	
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	4361690000-0	645 Tombstone Cyn Sta 2 - #4361690000	05/06/2026	367.00	367.00	05/12/2026
10-64-22000 WATER							
1106	ARIZONA WATER CO	100009652-04-	192 HWY 92/Fire #1 - #100009652	04/30/2026	125.30	125.30	05/12/2026
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	192 HWY 92-FIRE STATION #1	05/01/2026	122.03	122.03	05/12/2026
1225	BISBEE PUBLIC WOR	92	645 TOMBSTONE CYN-STATION #2	05/01/2026	122.03	122.03	05/12/2026
10-64-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910001898098	192 Highway 92 - Fire #910001898098	04/28/2026	102.14	102.14	05/04/2026
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	26-0523-1/FS1	Internet Svc-Fire Station 1-8160130030022499	05/04/2026	153.44	153.44	05/12/2026
10-64-34000 CONTRACT SERVICES							
6172	MMPC	186581	STATION 82-PEST CONTROL	05/04/2026	50.00	.00	
6172	MMPC	186633	STATION 81-PEST CONTROL	05/05/2026	50.00	.00	
5710	XEROX CORPORATI	025556206	APRIL BILL	05/01/2026	130.16	.00	
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	0122631-IN	APRIL COMMISSION	04/30/2026	1,706.50	.00	
10-64-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SE	1CJP-FH6R-3C	TZE-241 LABEL MAKER TAPE	04/20/2026	23.48	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45308	SPRING SNAP, ANCHOR POINT	04/23/2026	26.24	.00	
1659	ACE HARDWARE	45353	AIR FILTER	05/02/2026	6.14	.00	
1659	ACE HARDWARE	45357	AA AND AAA BATTERIES, MOP HANDLE, PLIERS	05/04/2026	55.84	.00	
1659	ACE HARDWARE	45370	TERMINAL WIRE CONNECTOR KIT, CRIMP TOOL	05/05/2026	40.97	.00	
1659	ACE HARDWARE	45375	BRACES, FASTENERS	05/05/2026	19.93	.00	
1659	ACE HARDWARE	45387	WIRE CONNECTORS, BATTERIES, FLUX	05/07/2026	48.21	.00	
6536	BISBEE NAPA AUTO P	395036	OIL FILTER	04/15/2026	4.19	.00	
6536	BISBEE NAPA AUTO P	396192	NEW BATTERY, GREASE	05/01/2026	149.19	.00	
6536	BISBEE NAPA AUTO P	396377	AUXILIARY POWER CUTLET	05/04/2026	40.54	.00	
6536	BISBEE NAPA AUTO P	396567	WIRE, LOCK TITE	05/06/2026	35.85	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDIC	86175737	MEDICAL SUPPLIES	04/20/2026	1,473.38	.00	
1321	BOUND TREE MEDIC	86175738	MEDICAL SUPPLIES	04/20/2026	82.28	.00	
1321	BOUND TREE MEDIC	86177745	MEDICAL SUPPLIES	04/21/2026	26.26	.00	
10-64-55000 EQUIPMENT REPAIR & MAINT							
1862	B&D LUMBER & HAR	222973	CHAINSAW SERVICE KIT	05/01/2026	21.69	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total FIRE DEPARTMENT:					5,514.79	991.94	
CEMETERY							
10-70-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	DOUGLAS ST-CEMETARY	05/01/2026	64.97	64.97	05/12/2026
10-70-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08510920260	CEMETERY-LABOR	04/27/2026	63.00	.00	
3163	AZ STATE PRISON C	D08510920260	CEMETERY-MILEAGE	04/27/2026	248.91	.00	
10-70-46000 OPERATIONAL EXPENSES							
1171	SIERRA SOUTHWEST	10035	SIGNS ON ALUMINIUM - CUSTOMER #10898	04/30/2026	226.21	.00	
Total CEMETERY:					603.09	64.97	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
1280	BRIGHTLY SOFTWARE	INV-301499	ASSET ESSENTIALS ENTERPLISE IMPLEMENTATION WIT	05/01/2026	1,342.99	.00	
7060	CINTAS	4267506461	UNIFORMS	04/29/2026	5.96	.00	
7060	CINTAS	4267506461	UNIFORMS	04/29/2026	6.40	.00	
4415	CULLIGAN OF TUCS	112X62504006	POST OFFICE-BOTTLED WATER EQUIP SERVICE RENTA	04/30/2026	8.48	.00	
10-74-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08185620260	CITY HALL-LABOR	04/27/2026	24.00	.00	
3163	AZ STATE PRISON C	D08185920260	BM-LABOR	04/27/2026	48.00	.00	
10-74-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1HX9-CPN4-7T	CITY HALL-FLOOR SCRUB	04/30/2026	24.10	.00	
10-74-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HAR	222968	HILLCREST-SCREWS	05/01/2026	8.14	.00	
10-74-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	45322	FLUORESCENT LIGHT BULBS, GFCI OUTLET, WALL PLAT	04/26/2026	121.93	.00	
2179	ARIZONA ELEVATOR	INV-33762-R1	CQL-OIL AND GREASE-MAINTENANCE FOR MAY	05/01/2026	124.41	.00	
1862	B&D LUMBER & HAR	222882	CITY HALL-BLK TAPE	04/27/2026	6.81	.00	
10-74-61000 VEHICLE PARTS & LABOR							
2195	ED MORSE FORD	501005198	TPMS SENSOR	03/09/2026	72.28	.00	
2195	ED MORSE FORD	501005410	TPMS SENSOR	04/01/2026	72.28	.00	
Total BUILDING & MAINTENANCE:					1,865.78	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-22000 WATER							
1106	ARIZONA WATER CO	100085809-04-	404 Bisbee Rd - PW 100085809	04/24/2026	37.59	37.59	05/12/2026
10-75-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	404 BISBEE RD-PUBLIC WORKS	05/01/2026	98.47	98.47	05/12/2026
10-75-61000 VEHICLE PARTS & LABOR							
1359	ED MORSE CHEVRO	505004182	PWA-SL-N-SENSOR	04/28/2026	44.06	.00	
Total PUBLIC WORKS ADMINISTRATION:					180.12	136.06	
GARAGE							
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	TOVREAVILLE RD-GARAGE	05/01/2026	103.69	103.69	05/12/2026
10-77-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	4 Tovreaville Rd. 50% Garage	04/28/2026	57.67	57.67	05/12/2026
10-77-34000 CONTRACT SERVICES							
1280	BRIGHTLY SOFTWARE	INV-301499	ASSET ESSENTIALS ENTERPLISE IMPLEMENTATION WIT	05/01/2026	1,342.99	.00	
7060	CINTAS	4267506499	UNIFORMS	04/29/2026	34.46	.00	
7060	CINTAS	4267506584	CLEANING	04/29/2026	12.88	.00	
10-77-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO P	395477	SD PAPER	04/22/2026	1.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
6536	BISBEE NAPA AUTO P	395482	FLUID DOT	04/22/2026	17.53	.00	
6536	BISBEE NAPA AUTO P	395495	FLUID DOT	04/22/2026	2.74-	.00	
6536	BISBEE NAPA AUTO P	395889	FLUID DOT	04/28/2026	8.76	.00	
6536	BISBEE NAPA AUTO P	396059	CARLYLE	04/29/2026	15.33	.00	
6536	BISBEE NAPA AUTO P	396076	BRAKE PARTS CLEANER	04/30/2026	4.02	.00	
6536	BISBEE NAPA AUTO P	396092	GUNK ENGINE DEGREASER	04/30/2026	5.80	.00	
10-77-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	395888	TERMINAL BOLT	04/28/2026	6.49	.00	
Total GARAGE:					1,608.28	161.36	
BUILDING INSPECTOR							
10-79-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	396031	CE-HOSE ASSEMBLY	04/29/2026	84.40	.00	
Total BUILDING INSPECTOR:					84.40	.00	
PARKS							
10-80-22000 WATER							
1106	ARIZONA WATER CO	100001857-04-	202 A St - Saginaw Park - 100001857	04/21/2026	37.21	37.21	05/04/2026
1106	ARIZONA WATER CO	100005300-04-	301 W Vista-Hoatson Irrgtn & Wtr Truck-Parks 100005300	04/27/2026	2,206.71	2,206.71	05/04/2026
1106	ARIZONA WATER CO	100014069-04-	122 E Vista & Tener Bthrm 100014069	04/24/2026	236.07	236.07	05/12/2026
1106	ARIZONA WATER CO	100014533-04-	Lower Vista Park - 100014533	04/24/2026	109.87	109.87	05/12/2026
1106	ARIZONA WATER CO	100018785-04-	400 Teran St Tin Town Park/Parks - 100018785	04/30/2026	37.21	37.21	05/12/2026
1106	ARIZONA WATER CO	100045357-03-	Az St & Cole Ave Irrigation - 100045357	04/24/2026	37.21	37.21	05/04/2026
1106	ARIZONA WATER CO	100061693-04-	Traffic Circle - 100061693	04/21/2026	91.82	91.82	05/04/2026
1106	ARIZONA WATER CO	100081102-04-	Goar Park -Brewery Ave - 100081102	04/21/2026	124.56	124.56	05/04/2026
1106	ARIZONA WATER CO	100096753-04-	Paul Park Warren - Parks 100096753	04/24/2026	91.82	91.82	05/12/2026
1106	ARIZONA WATER CO	100113663-04-	42 Dallas St Galena/Parks - #100113663	04/30/2026	37.21	37.21	05/12/2026
1106	ARIZONA WATER CO	100115928-03-	Grassy Park- Restrooms 100115928	04/16/2026	350.21	350.21	05/04/2026
1106	ARIZONA WATER CO	100117343-04-	Mule Mtn Gdn W Vista - Parks 100117343	04/24/2026	90.82	90.82	05/12/2026
1106	ARIZONA WATER CO	100119607-04-	400 East Vista Park - Parks 100119607	04/24/2026	148.62	148.62	05/12/2026
1106	ARIZONA WATER CO	100120296-03-	City Park Brewery - Parks 100120296	04/16/2026	132.44	132.44	05/04/2026
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	5 COPPER PLAZA-PARK MAIN ST	05/01/2026	78.67	78.67	05/12/2026
1225	BISBEE PUBLIC WOR	92	TOMBSTONE CYN-GARFIELD PARK	05/01/2026	28.17	28.17	05/12/2026
1225	BISBEE PUBLIC WOR	92	1 QUALITY HILL-POOL	05/01/2026	78.67	78.67	05/12/2026
1225	BISBEE PUBLIC WOR	92	VISTA PARK	05/01/2026	64.97	64.97	05/12/2026
10-80-34000 CONTRACT SERVICES							
1280	BRIGHTLY SOFTWARE	INV-301499	ASSET ESSENTIALS ENTERPLISE IMPLEMENTATION WIT	05/01/2026	1,342.99	.00	
7060	CINTAS	4267506461	UNIFORMS	04/29/2026	6.40	.00	
7060	CINTAS	4267506510	UNIFORMS	04/29/2026	21.84	.00	
1893	LAL ENTERPRISES, I	68065	SERVICES TO GARFIELD PARK	04/30/2026	126.00	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08185720260	PARKS-LABOR	04/27/2026	99.00	.00	
3163	AZ STATE PRISON C	D08185720260	PARKS-MILEAGE	04/27/2026	240.87	.00	
10-80-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HAR	222905	CAUTION TAPE	04/28/2026	12.67	.00	
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	45327	BRIGGS-POTTING SOIL	04/27/2026	74.44	.00	
Total PARKS:					5,906.47	3,982.26	
SWIMMING POOL							
10-81-22000 WATER							
1106	ARIZONA WATER CO	100074488-03-	147 Quality Hill Rd-Swimming Pool-100074488	04/16/2026	652.47	652.47	05/04/2026
10-81-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45356	WATERBUG PUMP	05/04/2026	142.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
4577	LESLIE'S POOLMART,	00649-02-0330	ULTRA BRIGHT, FRESH N CLEAN, CHLORINE, BRUSH	04/27/2026	915.02	.00	
4059	SPARKLIGHT	26-0523/Pool	Internet Svc - City Pool - 8160130030028041	05/04/2026	106.68	106.68	05/12/2026
Total SWIMMING POOL:					1,816.64	759.15	
LIBRARY							
10-83-22000 WATER							
1106	ARIZONA WATER CO	100115894-03-	6 Main St.- Library - 100115894	04/16/2026	92.95	92.95	05/04/2026
10-83-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	6 MAIN ST-LIBRARY	05/01/2026	122.03	122.03	05/12/2026
10-83-24001 INTERNET ACCESS							
4059	SPARKLIGHT	26-0523/LIB	Internet Svc-Library- pay only 20 % of bill 8160130030026292	05/04/2026	126.11	126.11	05/12/2026
10-83-34000 CONTRACT SERVICES							
1499	RICOH USA, INC	5073202641	COPIER LEASE-MAY	05/02/2026	13.08	.00	
10-83-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SE	16XL-W7HL-Q	LIBRARY SUPPLIES	05/01/2026	40.24	.00	
4926	AMAZON CAPITAL SE	1NDN-Y3F1-Q	LIBRARY SUPPLIES	05/01/2026	187.32	.00	
10-83-46831 BOOKS							
4926	AMAZON CAPITAL SE	1YJH-FWWR-	BOOKS	05/01/2026	1,061.70	.00	
10-83-46833 CHILDRENS MATERIALS							
4926	AMAZON CAPITAL SE	1MMJ-DWJG-F	CHILDREN BOOKS	05/01/2026	146.88	.00	
Total LIBRARY:					1,790.31	341.09	
SENIOR CITIZENS CENTER							
10-85-22000 WATER							
1106	ARIZONA WATER CO	100032236-04-	Collins Rd - S Cntr - #100032236	04/30/2026	140.70	140.70	05/12/2026
10-85-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	COLLINS RD-SENIOR CENTER	05/01/2026	78.67	78.67	05/12/2026
10-85-34085 COORDINATOR CONTRIBUTIONS							
3188	BISBEE SENIOR ASS	168	Monthly Invoice - May 2026	05/04/2026	833.33	833.33	05/04/2026
Total SENIOR CITIZENS CENTER:					1,052.70	1,052.70	
Total GENERAL FUND:					58,618.87	17,800.34	
GENERAL GOVERNMENT GRANTS							
GRANT EXP - GENERAL GOVT							
11-40-22528 CDBG-BISBEE SENIOR CENTER							
1830	ZACATECAS ENGINE	2026-45	CDBG GRANT - SENIOR CENTER	05/08/2026	1,500.00	.00	
Total GRANT EXP - GENERAL GOVT:					1,500.00	.00	
Total GENERAL GOVERNMENT GRANTS:					1,500.00	.00	
CAMP NACO							
19-40-13100 BUSINESS TRAVEL-MELLON GRANT							
1922	NORMAND, MICHAEL	26-0430	BUSINESS-RELATED MILEAGE - APRIL 2026	04/30/2026	229.10	.00	
19-40-21000 ELECTRIC-MELLON GRANT							
1097	AZ PUBLIC SERVICE	8850052975-0	2118 Newell St. Temp - Camp Naco #8850052975	05/06/2026	59.39	59.39	05/12/2026
19-40-22700 CAMP NACO HERITAGE ALLIANCE							
1527	POSTER MIRTO MCD	412	ARCHITECTURAL & ENGINEERING -FLAGPOLE DESIGN	05/05/2026	1,546.83	.00	
19-40-34500 NHA SUB-GRANT EXPENSES							
2203	NACO HERITAGE ALL	APR2026	NHA SUB-GRANT APRIL REIMBURSEMENT	05/11/2026	43,244.88	.00	
19-40-92000 CONSTRUCTION COSTS-MELLON							
1893	LAL ENTERPRISES, I	68065	HAND WASHING STATION-CAMP NACO	04/30/2026	129.25	.00	
1893	LAL ENTERPRISES, I	68065	CHEMICAL TOILET SERVICE	04/30/2026	259.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
6889	VERHELST RECOVE	18167	DEMO CONCRETE A2 & A3	04/29/2026	250.00	250.00	05/04/2026
6889	VERHELST RECOVE	18181	DEMO CONCRETE A2 & A3	04/30/2026	275.00	275.00	05/04/2026
6889	VERHELST RECOVE	18189	DEMO CONCRETE A3	05/04/2026	350.00	350.00	05/12/2026
6889	VERHELST RECOVE	18193	DEMO CONCRETE A3, A8	05/05/2026	350.00	350.00	05/12/2026
Total :					46,693.70	1,284.39	
19-45-31000 PROFESSIONAL FEES-STATE GRANT							
1527	POSTER MIRTO MCD	412	ARCHITECTURAL & ENGINEERING SERVICES CA (SET 2)	05/05/2026	4,562.64	.00	
19-45-46000 OPERATIONAL EXPENSE-STATE							
1659	ACE HARDWARE	45359	DRINKING WATER, RESPIRATORS, EAR PLUGS, HOSE, P	05/04/2026	183.49	.00	
Total :					4,746.13	.00	
19-50-31000 PROFESSIONAL SERVICES							
1527	POSTER MIRTO MCD	412	ARCHITECTURAL & ENGINEERING - A2, A3, A8	05/05/2026	16,856.58	.00	
Total :					16,856.58	.00	
Total CAMP NACO:					68,296.41	1,284.39	
STREETS							
FUND EXPENDITURES							
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	0565682960A-	46 Main St Xmas Lights - #0564203958	04/22/2026	71.29	71.29	05/04/2026
1097	AZ PUBLIC SERVICE	1032111000-04	Az Street St Lights #1032111000	04/27/2026	5,978.17	5,978.17	05/12/2026
21-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	25% Streets	04/28/2026	28.63	28.63	05/12/2026
21-40-34000 CONTRACT SERVICES							
1280	BRIGHTLY SOFTWARE	INV-301499	ASSET ESSENTIALS ENTERPRISE IMPLEMENTATION WIT	05/01/2026	1,342.99	.00	
7060	CINTAS	4267506540	UNIFORMS	04/29/2026	47.46	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45342	NIPPLE, BALL VLV	04/28/2026	15.80	.00	
1862	B&D LUMBER & HAR	222895	CIRC SAW BLADE, BRUSH KNIFE, CHAIN LOOP, SCRATC	04/28/2026	213.00	.00	
1862	B&D LUMBER & HAR	222937	PREMIX FUEL	04/30/2026	31.23	.00	
21-40-46200 SIGNS & POSTS							
3434	CENTERLINE SUPPLY	ORD0168867	VARIOUS WARNING SIGNS AND REGULATORY SIGNS	04/10/2026	450.67	.00	
21-40-61000 VEHICLE PARTS & LABOR							
1445	HODGES GLASS CO	5011	WINDSHIELD 2022 CHEVY	04/28/2026	455.25	.00	
Total FUND EXPENDITURES:					8,634.49	6,078.09	
Total STREETS:					8,634.49	6,078.09	
BISBEE ARTS COMMISSION							
FUND EXPENDITURES							
42-40-46050 BAC CIG ART EXPENSES							
2239	ANDREW VAN BAAL	26-0504	BAC GRANT FUNDING-"JO & JOE"	05/04/2026	500.00	.00	
5350	CAROLYN TORONTO	26-0504	BAC GRANT FUNDING "CALLIOPE WOMEN'S MUSIC FES	05/04/2026	500.00	.00	
2241	JOE BARRON	26-0504	BAC GRANT FUNDING-AUXILLIARY AUDIO GEAR FOR LIV	05/04/2026	398.00	.00	
Total FUND EXPENDITURES:					1,398.00	.00	
Total BISBEE ARTS COMMISSION:					1,398.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
HOUSING INITIATIVE							
45-35-10000 HOUSING SALES							
2243	UNITED TINY HOMES	26-0511	REFUND OF DEPOSIT-SIERRA COBRE ESTATES	05/11/2026	25,000.00	.00	
Total :					25,000.00	.00	
Total HOUSING INITIATIVE:					25,000.00	.00	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	AIRPORT RD-AIRPORT	05/01/2026	16.00	16.00	05/12/2026
50-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910001898040	Bisbee JcT - Airport Rd #910001898040	04/30/2026	87.31	87.31	05/04/2026
Total FUND EXPENDITURES:					103.31	103.31	
Total AIRPORT FUND:					103.31	103.31	
SEWER FUND							
FUND EXPENDITURES							
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	1002920000-0	940 W. Purdy Ln San Jose WW -#1002920000	04/23/2026	8,728.98	8,728.98	05/04/2026
54-40-22000 WATER							
1106	ARIZONA WATER CO	100015873-04-	320 Teran #100015873	04/30/2026	37.21	37.21	05/12/2026
1106	ARIZONA WATER CO	100044774-04-	Highway 80-Sewer Pond - 100044774	04/21/2026	151.24	151.24	05/04/2026
1106	ARIZONA WATER CO	100078024-03-	6 W. HWY 80 100078024	04/21/2026	37.21	37.21	05/04/2026
54-40-34010 CONTRACT SERVICES-COLLECTIONS							
1280	BRIGHTLY SOFTWARE	INV-301499	ASSET ESSENTIALS ENTERPLISE IMPLEMENTATION WIT	05/01/2026	1,342.99	.00	
7060	CINTAS	4267506605	UNIFORMS	04/29/2026	55.40	.00	
54-40-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08186120260	WW-LABOR	04/27/2026	15.00	.00	
54-40-42040 ADVERTISING							
1153	BISBEE OBSERVER	11622	4/30/26 NOI SEWER INCREASE	04/27/2026	119.20	.00	
54-40-55000 EQUIPMENT REPAIR & MAINT							
6333	PHOENIX PUMPS, IN	3069720	OOH MACHINE	01/23/2026	2,009.93	.00	
54-40-62003 GASOLINE							
1461	VALENZUELA, OSCA	26-0427	FUEL - REIMBURSEMENT	04/27/2026	10.01	.00	
Total FUND EXPENDITURES:					12,507.17	8,954.64	
Total SEWER FUND:					12,507.17	8,954.64	
SANITATION FUND							
FUND EXPENDITURES							
56-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	25% Sanitation	04/28/2026	28.63	28.63	05/12/2026
56-40-34000 CONTRACT SERVICES							
1280	BRIGHTLY SOFTWARE	INV-301499	ASSET ESSENTIALS ENTERPLISE IMPLEMENTATION WIT	05/01/2026	1,342.99	.00	
7060	CINTAS	4267506587	UNIFORMS	04/29/2026	66.32	.00	
56-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45345	SPRYPNT BLK	04/29/2026	13.02	.00	
56-40-46562 RECYCLING PROGRAM							
7060	CINTAS	4267506568	UNIFORMS	04/29/2026	51.80	.00	
1893	LAL ENTERPRISES, I	68065	CHEMICAL TOILET SERVICE	04/30/2026	73.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total FUND EXPENDITURES:					1,576.26	28.63	
Total SANITATION FUND:					1,576.26	28.63	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-22000 WATER							
1106	ARIZONA WATER CO	100054358-04-	Queen Mine - 100054358	04/21/2026	221.04	221.04	05/04/2026
59-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	92	478 N DART RD-QUEEN MINE	05/01/2026	424.24	424.24	05/12/2026
59-40-37100 INSURANCE CLAIMS & DEDUCTIBLES							
5888	NFP PROPERTY & CA	947730	RENEWAL OF GL EFFECTIVE 5/1/2026 (W/FEES & TAXES)	05/07/2026	21,777.26	21,777.26	05/13/2026
5888	NFP PROPERTY & CA	947732	RENEWAL OF PROP EFFECTIVE 5/1/2026 (W/FEES & TAX	05/07/2026	23,116.80	23,116.80	05/13/2026
5888	NFP PROPERTY & CA	947734	RENEWAL OF UMBRELLA EFFECTIVE 5/1/2026 (W/FEES &	05/07/2026	15,886.61	15,886.61	05/13/2026
59-40-42040 ADVERTISING							
1792	WELCOME NEWCOM	9759	MAY TUC AIRPORT & WELCOME SERVICES	05/01/2026	50.00	.00	
59-40-46591 MERCHANDISE							
6023	PLANET COTTON	169282	TATTOO COPPER MINER/MINER SKULL STICKERS	05/04/2026	772.33	.00	
6023	PLANET COTTON	169400	COPPER MINER/MINER SKULL MAGNETS	05/11/2026	797.52	.00	
2244	WHEELER MANUFAC	611855	COPPER PENDANTS, EARRINGS, PENNY, CROSS, HORS	04/22/2026	773.31	.00	
59-40-55100 REPAIR & MAINT - OTHER							
1659	ACE HARDWARE	45343	BATTERY ALKALINE 9V 4 PK	04/28/2026	13.03	.00	
59-40-91000 CAPITAL EXPENDITURES							
1659	ACE HARDWARE	45388	FT LD PAR38 BW 120W 2PK, LED SPEAKER BULB 35W	05/07/2026	38.17	.00	
Total FUND EXPENDITURES:					63,870.31	61,425.95	
Total QUEEN MINE FUND:					63,870.31	61,425.95	
MISC. GRANTS							
FUND EXPENDITURES							
78-40-23008 LIBRARY LSTA GRANT,FED THRU AZ							
4926	AMAZON CAPITAL SE	1RCJ-QFLX-6	LIBRARY DONATIONS	05/01/2026	306.12	.00	
2245	MOBILE BEACON	A-035721-2026	INTERNET HOTSPOT PROGRAM SERVICE	04/09/2026	1,320.00	.00	
2246	TECHSOUP GLOBAL	4501959	INTERNET HOTSPOT REPLACEMENTS	04/09/2026	198.00	.00	
Total FUND EXPENDITURES:					1,824.12	.00	
Total MISC. GRANTS:					1,824.12	.00	
DEBT SERVICE FUND--G.O. DEBT							
LEASE PURCHASE AGREEMENTS							
85-70-81000 PRINCIPAL PMTS, LEASE PURCHAS							
1838	FARMERS STATE BA	25-0504	Principal-loan # 00002036-0010	05/04/2026	15,930.88	15,930.88	05/06/2026
1492	SANTANDER BANK, N	20831234	PRINCIPAL - AMBULANCE LOAN	04/27/2026	22,085.14	.00	
85-70-81500 INTEREST PMTS, LEASE PURCHASE							
1838	FARMERS STATE BA	25-0504	Interest-loan # 00002036-0010	05/04/2026	2,003.12	2,003.12	05/06/2026
1492	SANTANDER BANK, N	20831234	INTEREST - AMBULANCE LOAN	04/27/2026	9,456.53	.00	
Total LEASE PURCHASE AGREEMENTS:					49,475.67	17,934.00	
Total DEBT SERVICE FUND--G.O. DEBT:					49,475.67	17,934.00	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41505 ADMIN SUPPLIES							
1153	BISBEE OBSERVER	11626	PUBLIC NOTICE-RFP BISBEE BUS OPERATIONS	04/28/2026	136.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
2240	WICK COMMUNICATI	ZB6DKDZL-00	05/04/26 BID NOTICE-DTT013499	04/27/2026	54.13	.00	
2240	WICK COMMUNICATI	ZB6DKDZL-00	AFFADAVIT FEE	04/27/2026	5.00	.00	
96-40-41606 OPERATIONS CONTRACTOR							
6391	CITY OF DOUGLAS	0002182	TRANSIT BILLING CONTRACT-MAY 2026	05/01/2026	21,404.67	.00	
96-40-41607 PREVENTIVE MAINTENANCE							
6536	BISBEE NAPA AUTO P	395544	BUS 8198-FLEET DISC BRAKE PADS, OIL SEAL	04/23/2026	136.18	.00	
6536	BISBEE NAPA AUTO P	395792	BUS 1403-BLSTR MINIATURES	04/27/2026	9.52	.00	
Total FUND EXPENDITURES:					21,745.73	.00	
Total BISBEE BUS FUND:					21,745.73	.00	
CAPITAL IMPROVEMENTS FUND							
FUND EXPENDITURES							
99-40-05409 CITY HALL BUILDING							
1659	ACE HARDWARE	45326	SOIL CONDITIONER	04/27/2026	27.93	.00	
1659	ACE HARDWARE	45331	POTTING SOIL	04/27/2026	85.46	.00	
Total FUND EXPENDITURES:					113.39	.00	
Total CAPITAL IMPROVEMENTS FUND:					113.39	.00	
Grand Totals:					314,663.73	113,609.35	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: May 19, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: May 8, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON MAY 5, 2026, AT 7:00 PM

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on May 5, 2026, at 7:00 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Clerk

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, MAY 5, 2026, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR BUDGE AT 7:00PM.

ROLL CALL

COUNCIL

Councilmember Karen Schumacher, Ward I
Councilmember Pete Skinner, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore
Councilmember Mel Sowid, Ward II
Councilmember Lori Reynolds, Ward I

STAFF

Ashlee Coronado, Interim City Manager / City Clerk
Keri Bagley, Finance Director
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief
Melissa Hartman, City Planner

CITY ATTORNEY

Joseph Estes

INVOCATION: Mayor Budge called for a moment of silence for personal reflection.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Pro Tempore Cline read the 57th Annual Professional Municipal Clerks Week Proclamation.
- Mayor Budge announced the Annual Copper Queen Library Ice Cream Social on May 8th.

CALL TO THE PUBLIC

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$539,109.68.

SECOND: Councilmember Sowid

Councilmember Sowid inquired about an item in the accounts payable report, and staff responded.

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on Tuesday, April 21, 2026.

Ashlee Coronado, City Clerk

- B. Approval of the Minutes of the Special Session of Mayor and Council held on Tuesday, April 21, 2026.

Ashlee Coronado, City Clerk

- C. Approval of the Park, Facility and Right-of-Way Use Permit for Bisbee Pride, Inc. for the use of Grassy Park and Adjacent Parking for the Pride Village to be held Friday, June 19, 2026, and Saturday, June 20, 2026, from 8:00am to 9:00pm each day.

Ashlee Coronado, City Clerk

- D. Approval of the Park, Facility and Right-of-Way Use Permit for Bisbee Pride, Inc. for the use of Main Street from Quality Hill to Brewery Avenue for the Pride Parade to be held on Saturday, June 20, 2026, from 9:00am to 11:30am.

Ashlee Coronado, City Clerk

- E. Approval of the Park, Facility and Right of Way Use Permit for the use of Brewery Gulch for the 4th of July Hard Rock Drilling and Mucking Contest on Saturday, July 4, 2026, from 12:00pm (Noon) to 7:00pm with possible waiver of fees.

Ashlee Coronado, City Clerk

- F. Approval of the Park, Facility and Right of Way Use Permit for the use of West Blvd, Tombstone Canyon and Main Street for the Coaster Race Trail Run on June 27th from 6:00am to 12:00pm (Noon) and the Coaster Race Pre-sets on July 3rd from 12:00pm (Noon) till 7:00pm and the Coaster Race on July 4th from 6:00am to 12:00pm (Noon) with possible waiver of fees.

Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve consent agenda items A through F.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

OLD BUSINESS

3. Discussion and Possible Approval of Ordinance O-26-08, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 109 N Taylor Avenue, Bisbee.

Ashlee Coronado, Interim City Manager

Ms. Coronado explained this was the second reading of the ordinance to accept property for workforce housing, representing the fourteenth home acquired through this program.

Mayor Budge expressed satisfaction with the progress of the workforce housing program, noting this would be the fourteenth home acquired.

MOTION: Councilmember Skinner moved to approve Ordinance O-26-08, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 109 N Taylor Avenue, Bisbee.

SECOND: Councilmember Damon

ROLL CALL VOTE:

AYES: Councilmember Schumacher, Skinner, Damon, Reynolds, Sowid, Cline and Mayor Budge

NAYS:0

MOTION PASSED: AYES-7 NAYS-0

4. Discussion and Possible Approval of Ordinance O-26-09; Amending the Bisbee City Code, Chapter 9- Health and Sanitation; and Cemetery, by creating a New Article 9.9 -Trees, to provide for the regulation of trees within the city; providing for the repeal of conflicting ordinances; providing for severability; providing for penalties; and establishing an Effective Date.

Emanuel Stuart, City Planner

Mr. Stuart presented the second reading of the Tree Ordinance for the City of Bisbee.

Mayor Budge commented positively on the new trees planted in front of the building and noted the recent rainfall that would help the plantings.

MOTION: Councilmember Cline moved to approve Ordinance O-26-09; Amending the Bisbee City Code, Chapter 9- Health and Sanitation; and Cemetery, by creating a New Article 9.9 -Trees, to provide for the regulation of trees within the city; providing for the repeal of conflicting ordinances; providing for severability; providing for penalties; and establishing an Effective Date.

SECOND: Councilmember Schumacher

ROLL CALL VOTE:

AYES: Councilmember Schumacher, Skinner, Damon, Reynolds, Sowid, Cline and Mayor Budge

NAYS:0

MOTION PASSED: AYES-7 NAYS-0

NEW BUSINESS

5. Discussion and Possible Approval of Resolution R-26-10: Adopting the Tentative Budget for the City of Bisbee for FY26-27 as well as give Notice of the Time of the Public Hearing to Taxpayers for Adoption of the Budget.

Ashlee Coronado, Interim City Manager

- Fred Miller questioned changes in the budget, specifically asking about funds being moved from the Bisbee Visitor Center Capital Improvement Fund. He noted discrepancies between the March financial report showing \$140,000 in that fund versus \$108,000 in the budget and asked whether money was being moved to the bed tax fund.

Mr. Miller also asked about contract services increasing from \$15,000 to \$65,000.

Mayor Budge explained that \$15,000 of the contract services was for Cochise County Tourism, with the remaining \$50,000 coming from reserves. There was further discussion regarding the proper procedures for moving money out of capital improvement funds, with Mayor Budge citing City Charter Section 6.06, which requires a resolution approved by a five-sevenths vote of Council for such transfers.

- Megan Connelly, Director of Bisbee Bikeways, addressed Council regarding the Lavender Pit path project. She stated that over the past eight years, a coalition of multiple partners had been built and \$8.5 million in federal grant funding had been secured for the project. Ms. Connelly explained that the project was now facing a significant funding gap after bids came in approximately \$1 million over the engineer's estimate, which she attributed in part to rising fuel costs related to recent conflicts.

Ms. Connelly stated that construction needed to begin by July or the project could risk termination of the EDA grant. She requested that the City identify approximately \$600,000 to address the funding shortfall, suggesting the possible use of ARPA funds or other budget adjustments. She further explained that approximately \$200,000 to \$400,000 of that amount was for contingency and might not be needed because contractors had already incorporated inflation into their pricing.

Public Works Director Matthew Gurney explained that federal rules did not allow value engineering on the existing bids, requiring the project to be rebid with a revised scope. He also noted that if the city voluntarily forfeited the grant it would remain in good standing with the federal agency for future funding opportunities, whereas having the grant withdrawn could negatively affect future grant applications.

Council discussed several possible funding scenarios, with the understanding that any commitment would need to come from the current budget because construction would begin before the start of the new fiscal year. The discussion also highlighted the cash flow challenges associated with federal reimbursement grants.

- Melissa Holland, a business owner, expressed support for the path project and described it as an important first step in connecting different parts of the city. She encouraged continued community investment in similar initiatives.

Councilmember Schumacher expressed appreciation for the budget changes that had been made in response to prior Council input, noting that while the city was going further into reserves than desired, the budget attempted to support multiple priorities.

Councilmember Reynolds asked for clarification regarding the \$500,000 budgeted for miscellaneous grants. Staff explained that the amount served as a placeholder for potential grant opportunities that might arise during the fiscal year.

MOTION: Councilmember Cline moved to approve Resolution R-26-10, adopting the Tentative Budget for fiscal year 2026-27 and setting the expenditure limitation.

SECOND: Councilmember Reynolds

MOTION PASSED: UNANIMOUSLY

6. Discussion and Possible Direction related to a breach of contract between United Tiny Homes Inc. and the City of Bisbee for the purchase of the 17 acres known as Sierra Cobre Estates.

Melissa Hartman, City Planner

Ms. Hartman presented the breach of contract matter with some reluctance, explaining that the City had tried very hard to make the agreement work. She stated that all email communications had been provided to document the lack of progress by United Tiny Homes.

Ms. Hartman explained that the company made a \$25,000 payment after she demanded some form of payment to avoid earlier breach proceedings, but that no additional payments or concrete progress had been made since that time.

Councilmember Schumacher asked about the timeline, noting that the most recent emails were from January and questioning why the breach had not been brought to Council sooner.

Ms. Hartman explained that she had hoped the company would come forward with something substantial and that she had continued phone communications through recent weeks, including a conversation with a company representative the week before the meeting.

Councilmember Sowid asked whether the city would return the \$25,000 payment.

Mr. Estes, City Attorney advised that the payment should be returned because the city had not incurred costs that would justify retaining it and the contract did not contain penalty provisions.

Mayor Budge noted that while the situation was frustrating, the City still owned the property and had other interested parties and potential uses under consideration, including possible senior housing or other development on portions of the land.

Ms. Hartman further explained that the company had faced significant challenges, including a fatal accident involving one of its trucks, which had severely affected operations. She stated that these circumstances caused the company to prioritize other existing projects in Prescott Valley, leaving the Bisbee project as a lower priority.

MOTION: Councilmember Schumacher moved to discontinue the contract between the City of Bisbee and United Tiny Homes for the purchase and development of the Sierra Cobre Estate Subdivision for breach of contract and return the \$25,000 partial payment.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

7. Discussion and Possible Approval of Change Order #8 with Durazo Construction.

Mike Normand, Construction Project Manager Camp Naco

Mr. Jeremy Fricke, Camp Naco Executive Director, presented change order #8, explaining it was primarily for building A3 at the site, which was formerly the mess hall. The project was fully funded by a National Park Service grant received in late December and covered exterior work, with plans to return for interior components once fully designed.

MOTION: Councilmember Reynolds moved to approve change order number 8 with Durazo Construction in the amount of \$208,110.25.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

8. Discussion and Possible Approval of Change Order #12 with Durazo Construction.

Mike Normand, Construction Project Manager Camp Naco

Mr. Jeremy Fricke, Camp Naco Executive Director, explained that change order #12 was for special inspections required during the construction process for items that needed specialized inspection procedures. The work would be performed by an independent company, Nino and Moore, since contractors cannot inspect their own work. This change order was also fully funded by existing grant funding, specifically through the Mellon Foundation.

MOTION: Councilmember Damon moved to approve change order number 12 with Durazo Construction in the amount of \$21,969.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

9. Discussion and Possible Approval to award the bid for the rehabilitation of the Fair Store Glass Sidewalks at 37 Main Street to Marsh Development, Inc.

Matthew Gurney, Public Works Director

Mr. Gurney explained that the city had issued a request for proposals for the rehabilitation of the Fair Store glass sidewalk, a project funded through a grant from the Arizona State Historic Preservation Office. He noted that the required grant match was satisfied through pro bono engineering and design services provided by local architect Lepley. Two responsive proposals were received from Marsh Development, Inc. and Lithic Construction, with Marsh Development submitting the lowest bid.

Mayor Budge confirmed that the grant exceeded \$150,000 with matching funds, but that the actual match requirement was less than originally planned.

Councilmember Schumacher asked about the timeline and safety measures during construction.

Staff stated that they would attempt to complete the work before the height of tourist season and prior to monsoon rains, and that the area would be fenced and secured with steel plates to prevent public access and water infiltration.

Mr. Gurney noted that the project had remained on the city's list for many years through the tenure of multiple public works directors, making its completion particularly satisfying.

MOTION: Councilmember Schumacher moved to award the bid for the rehabilitation of the Fair Store Glass Sidewalks at 37 Main Street to Marsh Development Incorporated.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

10. Discussion and Possible Approval of Amendment No. 2 to the Renewal Agreement with Jacobs for operations, maintenance, and management services for the City of Bisbee San Jose Wastewater Treatment Plant.

Matthew Gurney, Public Works Director

Mr. Gurney presented Amendment No. 2 to provide ongoing operations, maintenance, and management services for the San Jose Wastewater Treatment Plant. He emphasized that a principal benefit of the agreement was support for regulatory compliance, noting the specialized knowledge Jacobs provided in meeting state and federal requirements.

Councilmember Sowid asked about transparency regarding whether the city had sought competitive bids. Staff clarified that the matter was an annual cost adjustment amendment to an existing multi-year contract rather than a new contract requiring a separate bidding process.

Councilmember Reynolds confirmed that the original agreement was for five years beginning July 1, 2024, with three years remaining.

Ron Abel, Jacob's representative explained the cost adjustment formula, stating that it was based on a combination of economic indices, and offered to provide additional detail regarding how the adjustments were calculated. The representative also emphasized Jacobs' commitment to keeping costs as low as possible while maintaining service quality.

Mayor Budge commended Jacobs for its performance, noting that during his five years as Mayor the City had not experienced an ADEQ violation despite operating a wastewater treatment plant more than twenty years old. In response to questions about the plant's remaining useful life, the Jacobs representative stated that specialists would conduct a condition assessment in July to help evaluate the path forward for the next five to ten years.

MOTION: Councilmember Schumacher moved to approve amendment number 2 to the renewal agreement with Jacobs for operations, maintenance and management services for the city of Bisbee San Jose wastewater treatment plant.

SECOND: Councilmember Skinner

MOTION PASSED: UNANIMOUSLY

11. Discussion and Possible Approval of the Destination Marketing Organization Agreement between the City of Bisbee and Hackett Advertising Public Relations Interactive, LLC (HAPI).

Ashlee Coronado, Interim City Manager

Ms. Coronado explained that the agreement would establish professional destination marketing organization services for the city, with HAPI responsible for developing and implementing comprehensive tourism and marketing strategies. She stated that the services would be funded through bed tax revenue and would include regular reporting and performance metrics. Ms. Coronado also noted that the city planned to establish a DMO advisory committee and hire a full-time liaison.

- Fred Miller provided public comment expressing concern that the City had made a procedural error by issuing a request for proposals for a destination marketing organization and then awarding the contract to a for-profit advertising agency. He argued that this conflicted with AOT requirements describing DMOs as nonprofit organizations and could expose the City to legal challenge. Mr. Miller suggested withdrawing the award and issuing a new request specifically for marketing firm services rather than for a DMO.

Mayor Budge responded by reading from the RFP scope of work, which requested professional marketing and tourism promotion services for the city's DMO program. He also read from an AOT email confirming that a for-profit marketing agency could provide DMO services while the city retained the official DMO designation and noted that several other municipalities used similar arrangements.

Councilmember Schumacher stated that she shared Mr. Miller's concerns regarding the process, noting that the RFP defined a destination marketing organization as a nonprofit entity and expressing concern about soliciting one type of organization but contracting with another. She also expressed frustration that no work session had been held to discuss implementation details.

Mr. Estes, City Attorney stated that the process had been conducted properly and that the time for bid protests had passed because Council had voted to award the contract to HAPI at the previous meeting. He noted that the scope of work specifically provided for DMO services and stated that AOT allowed such arrangements.

Councilmember Reynolds expressed support for moving forward, emphasizing that HAPI had been highly rated for its qualifications and that the advisory committee would provide local business input. She also noted that rebidding would not guarantee receipt of a proposal from a nonprofit DMO.

Councilmember Sowid and Skinner asked for confirmation that there were no legal liabilities associated with moving forward.

Mr. Estes confirmed that there were not.

Mayor Budge emphasized the time constraint, noting that materials needed to be submitted to AOT by July in order to secure \$50,000 in matched advertising funding and that the city would lose that opportunity if the process were delayed further.

MOTION: Councilmember Cline moved to approve the Destination Marketing Organization Agreement between the City of Bisbee and Hackett Advertising Public Relations Interactive LLC, HAPI.

SECOND: Mayor Budge
(Schumacher)

MOTION PASSED: 6/1

12. City Manager's Report:

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

- Councilmember Schumacher commented on the art up in City Hall.

Mayor Budge stated that, as there was nothing else before this Council this meeting was adjourned.

ADJOURNMENT: 8:45PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: May 19, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: May 12, 2026

REGULAR ☐ **CONSENT** ☒

TYPE OF ACTION:

RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Acceptance of the Resignation of Bill Bailey from the Parks and Recreation Committee.

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to accept the resignation of Bill Bailey from the Parks and Recreation Committee.

DISCUSSION:

On May 12, 2026, Mr. Bailey contacted the Clerk's office and resigned from the Parks and Recreation Committee.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

Nina Williams, for
Nina Williams,
Deputy City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Clerk

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 19, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 8, 2026REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility, and Right-of-Way Use Permit for the Bisbee Rotary Club for the use of Cole Avenue, Bisbee Road/Douglas Street, Ruppe Avenue, and Arizona Street for the Annual 4th of July Parade on Saturday, July 4, 2026, from 11:00am to 1:00pm with possible waiver of fees.

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

PROPOSED MOTION: I move that we approve the Park, Facility, and Right-of-Way Use Permit for the Bisbee Rotary Club for the use of Cole Avenue, Bisbee Road/Douglas Street, Ruppe Avenue, and Arizona Street for the Annual 4th of July Parade on Saturday, July 4, 2026, from 11:00am to 1:00pm with possible waiver of fees.

DISCUSSION: *Please Note: An updated Certificate of Insurance will need to be issued for this event; Bisbee Rotary Club will provide insurance prior to the event, and it will be distributed to Council.*

Sherri Morgan, Bisbee Rotary Club has submitted a Park, Facility, and Right-of-Way Use Permit for the Bisbee Rotary Club for the use of Cole Avenue, Bisbee Road/Douglas Street, Ruppe Avenue, and Arizona Street for the Annual 4th of July Parade on Saturday, July 4, 2026, from 11:00am to 1:00pm. This event is held on a mandatory workday for the Police Department, therefore there will be no additional charges for Public Safety Personnel.

Staff has reviewed the permit and recommends approval.

The Bisbee Rotary Club has requested a waiver of fees. The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$35.00**DEPARTMENT LINE-ITEM ACCOUNT:** 10-34-10880**BALANCE IN LINE ITEM IF APPROVED:** N/A**Prepared by:**

Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Clerk



Public Works / Park & Recreations Department
118 Arizona Street - Bisbee, AZ 85603-(520) 432-6002
LValdez@BisbeeAZ.gov

PERMIT NO:

27-26

**City of Bisbee Park, Facility and Right-of-Way Use Permit
Special Event License Application**

This application must be returned to the Public Works Department no less than 45 days before the scheduled event. Application will NOT be considered without required paperwork.

APPLICANT INFORMATION:

Date: 4-28-26

Name and Title (If Applicable): Sherrie morgan

Organization Name (If Applicable): Bisbee Rotary CLUB

Applicant or Organization Mailing Address P.O. BOX 21 Bisbee, AZ 85603

Phone: 520-366-6281 Contact Name and Phone # during event: Sherrie morgan 520-366-6281

Email Address: SherrieLmorgan@gmail.com

☒ Insurance: Events held on City Property are required to include a certificate of insurance of one million dollars (\$1,000,000) minimum for high risk functions and appropriate endorsements naming the City of Bisbee as additional insured. Applicant's policy is primary.

EVENT INFORMATION:

Event Name: 4th of July PARADE Expected Attendance: 200+

Event Date(s): July 4, 2026 Start Time: 11:00 AM End Time: 1:00 PM

Event Location and Address: Start - 101 COLE AVE - ARIZONA ST

Will you be serving food? Yes ☐ / No ☒ If yes, a copy of the Cochise County Health Department Certificate MUST accompany this application otherwise this permit will not be accepted

Description of Event and Activities (If more space is needed attach a separate sheet):

4th of July PARADE - START - Greenway School - ARIZONA ST
9:00 AM Registration & Staging For Parade.

TRADITIONAL Parade Route

↓
End
Greenway School

SERVICES REQUESTED FROM THE CITY OF BISBEE:

☐ General Electricity Access (City, Lower Vista & Grassy Parks Only) \$25.00

☐ Band Shell (City Park) \$75.00

☐ Generators are PERMITTED... All Jumping Castles must have insurance and generators

☐ Beer Permit (Non-Commercial permits only) \$25.00

☐ Police: Escorts, Security, Road Closures, Redirecting of Traffic: \$40.00 per day per vehicle+ Employee OT Rate and ERE's

Bisbee Rotary Club REQUESTS All
Fee's to be waived.

☐	Parks/ Public Works Personnel \$30.00/ hr. per person
☐	Water Access- Parks \$25.00
☐	No Parking Signs, access to facility/ band shell/ restrooms etc. \$5.00 per sign Note: Road Closed Signs/ Barriers must be supplied by Applicant.
☐	Operations Plans \$100 minimim (personnel hours including ERE's)
CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE :	
☒	\$25.00 non-commercial or ☐ \$120.00 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.
☐	Business License/ Special Event License fee of \$41.14 must be paid before permit is processed- where there is a promotor sub-letting booth space to vendors, the promotor will pay a fee of \$41.14 and \$6.24 per vendor per day (must be submitted prior to the event). The promotor 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 promotor and all vendors via their State tax forms.
☐	County Health Department Food Permit must be attached If serving food or having food vendors. Health Department can be contacted at 520-432-9400 for more information (This is not a food handler's certificate).
☐	Special Event Liquor License Application submitted to the City Clerk's 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 alcohol 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.) NO PARTY OF MORE THAN 50 PEOPLE, MAY NOT TAKE PLACE WITHOUT THE APPROPRIATE PERMITS.	
TOTAL FEES:	TOTAL ADDED FEES:
TOTAL SUBMITTED:	
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMNENT	
Applicant shall indemnify, defend, save and hold harmless the City of Bisbee and its officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) 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 Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is	

acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgement on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgement, agrees that the Applicant shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this Agreement and Acknowledgement. The City's issuance of a special event permit shall constitute a written agreement or contract between the City and Applicant for purposes of insurance requirements. Applicant agrees to the payment of all non-refundable and refundable fees specified in this document unless otherwise authorized by the Public Works Department. Applicant further acknowledges that depending upon the nature and location of the Applicant's special event, additional permits may be required. The City reserves the right to withhold clean/damage deposits depending on the condition of the facility when the permit expires.

PERMIT HOLDER INITIALS *[Signature]*

DATE: 4/28/26

FOR CITY USE ONLY *Jay Ritchie*

29/04/2026

Police Department Approval



Yes



No

Initials _____

Date _____

Remarks Police will be needed for road closures during the parade

Public Works Approval



Yes



No

Matthew Gurney

Initials _____

30/04/2026

Date _____

Remarks _____

Fire Department Approval



Yes



No

Kevin Pacheco

Initials _____

29/04/2026

Date _____

Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐

Mayor's Signature _____

Date _____

With conditions as noted:

Jim Richardson

Jim Richardson (Apr 29, 2026 13:04:10 PDT)

Julie Delk

Julie Delk (Apr 29, 2026 11:39:21 PDT)

N

NOTE:

SHOW DIMENSIONS, SERVING AREAS, AND LABEL TYPE OF ENCLOSURE AND SECURITY POSITIONS.

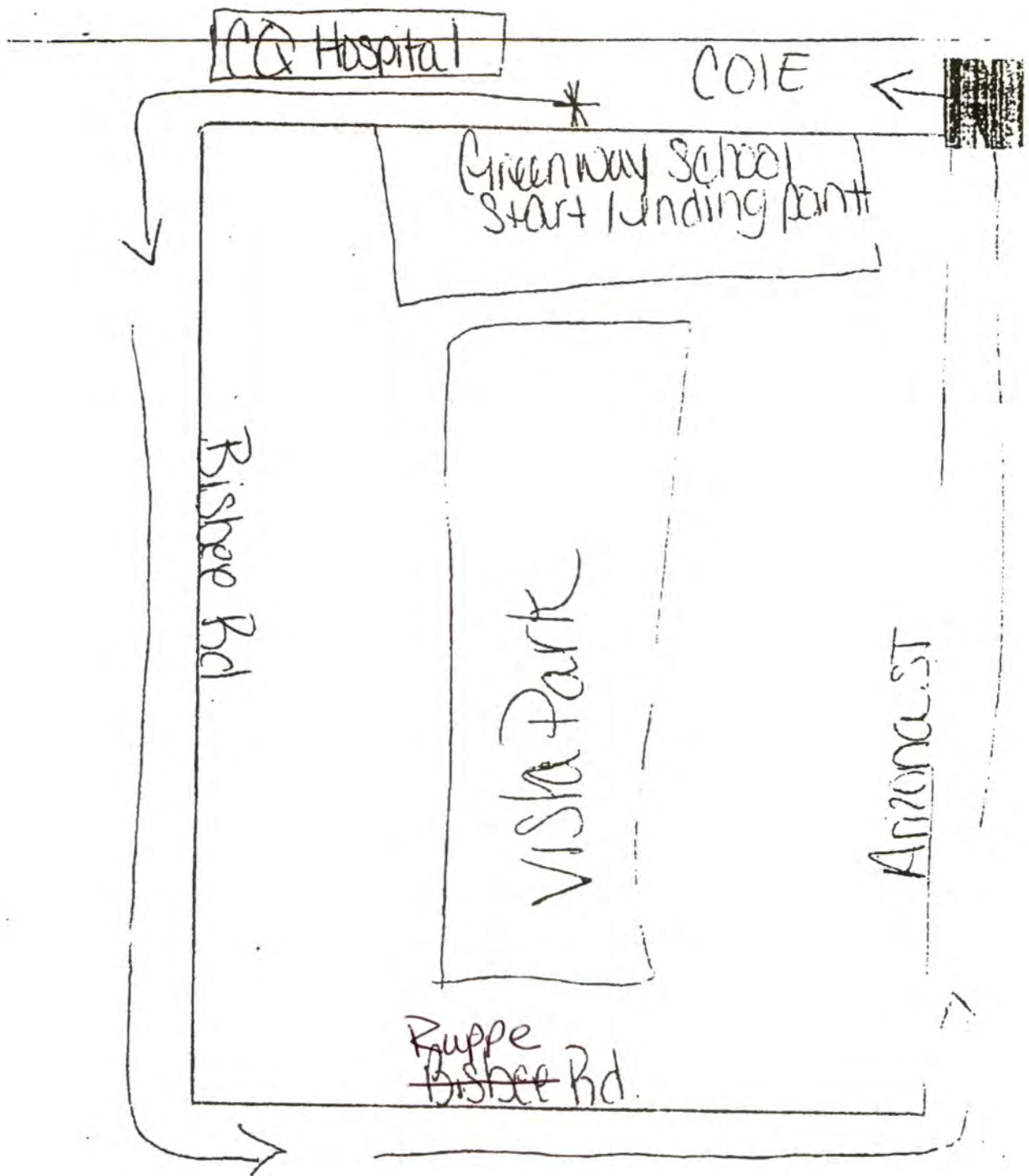
SHOW NEAREST CROSS STREETS, HIGHWAY, OR ROAD IF LOCATION DOESN'T HAVE AN ADDRESS.

Google Maps Vista Park

- Route:
- Start : Cole Ave
 - Bisbee Rd / Douglas St
 - Ruppe Ave
 - Arizona St
 - End : Cole Ave.



Imagery ©2026 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2026 500 ft



NOTE:

SHOW DIMENSIONS, SERVING AREAS, AND LABEL TYPE OF ENCLOSURE AND SECURITY POSITIONS.

SHOW NEAREST CROSS STREETS, HIGHWAY, OR ROAD IF LOCATION DOESN'T HAVE AN ADDRESS.

PARK, FACILITY AND SPECIAL EVENT FEES

	SPECIAL EVENT PROMOTER (PER-DAY)	\$41.14
	SPECIAL EVENT VENDOR (PER-DAY)	\$6.24
	POLICE OFFICER / PERSONNEL / POLICE UNIT	\$40.00 per day, per vehicle +employee OT rate and ERE's
/	PERMIT FEE NON-COMMERCIAL	\$25.00
	PERMIT FEE COMMERCIAL	\$120.00
/	REFUNDABLE DEPOSIT	\$50.00
	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
	WATER ACCESS-PARKS	\$25.00
	ELECTRICITY ACCESS- PARKS	\$25.00
	ELECTRICITY ACCESS BANDSHELL (CITY PARK)	\$75.00
	PARKS-PUBLIC WORKS PERSONNEL	\$30.00/HR. PER PERSON
	DUMPSTER 1 DAY	\$150.00 EACH
	DUMPSTER PICK UP AFTER HOURS	\$125.00 EACH
	DUMPSTER PICK UP HOLIDAY & WEEKENDS	\$125.00 EACH
	TRASH CART RENTAL	\$25.00 EACH
	"NO PARKING" SIGNS	\$5.00 PER SIGN
	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)
	POOL RENTAL	\$30.00/PER HR, 2 HR MINIMUM
	POOL BUILDING RENTAL	\$100.00
	LIFEGUARD	\$30.00/ PER HR EMPLOYEE, 2 GUARD MINIMUM



USROTAR-01

GORREMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2025

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Hylant - Global Risk Management 811 Madison Ave. Toledo, OH 43604		CONTACT NAME: PHONE (A/C, No, Ext): (419) 259-2710 FAX (A/C, No): (419) 255-7557 E-MAIL ADDRESS: Rotary@hylant.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Westchester Surplus Lines Ins	
		NAIC # 10172	
INSURED U.S. Rotary Clubs & Districts Rotary Club of Bisbee One Rotary Center 1560 Sherman Avenue Evanston, IL 60201		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL (NSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		G73578917 004	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		G73578917 004	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

CANCELLATION

City of Bisbee
76 Erie 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

Judy K. Wilson

JULY 4TH PARADE
JULY 4, 2026
PERMIT #22-26

Permit Fee	\$ 25.00
PW Staff (\$30.00/hr x 4)	<u>\$120.00</u>
TOTAL	\$145.00
Deposit	\$ 50.00

WAIVER OF FEES REQUESTED.

**REQUEST FOR MAYOR & COUNCIL ACTION****Session of: May 19, 2026**☒ Regular ☐ Special**DATE ACTION SUBMITTED:** May 12, 2026**REGULAR** ☐**CONSENT** ☒**TYPE OF ACTION:****RESOLUTION** ☐**ORDINANCE** ☐**FORMAL ACTION** ☒**OTHER** ☐**SUBJECT:** Approval of an Inmate Work Contract ("IWC") No. 26-067-31 Bisbee Police Department.**FROM:** Nina Williams, Deputy City Clerk**RECOMMENDATION:** Approve**PROPOSED MOTION:** I move to approve an Inmate Work Contract ("IWC") No. 26-067-31
Bisbee Police Department**DISCUSSION:**

This agreement establishes a five-year partnership between the Bisbee Police Department and the Arizona Department of Corrections, Rehabilitation & Reentry. The hourly pay rate for inmate labor is fifty cents (\$.50) per hour for each inmate.

FISCAL IMPACT: N/A**DEPARTMENT LINE-ITEM ACCOUNT:** N/A**BALANCE IN LINE ITEM IF APPROVED:** N/A**Prepared by:**

Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Clerk



**Inmate Work Contract ("IWC")
No. 26-067-31
Bisbee Police Department**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

This Contract is entered into between **Bisbee Police Department**, dba **86-6000235** (Contractor) and **Arizona Department of Corrections, Rehabilitation & Reentry** ("ADCRR or Department"), on behalf of its **Arizona State Prison Complex - Douglas** ("ASPC-Complex"). to provide the materials/services specified per Contract Scope of Services, Terms and Conditions contained herein.

**CITY OF BISBEE POLICE DEPT
FEDERAL TAX I.D. #86-6000235**

**ARIZONA DEPARTMENT OF CORRECTIONS,
REHABILITATION & REENTRY**

Signature of Authorized Individual Date

Ken Budge
Typed Name

Mayor
Typed Title

118 Arizona Street
Bisbee, Arizona 85603
Address

Signature of Authorized Individual Date

Elena Adame
Typed Name

Chief Procurement Officer, Procurement Services
Typed Title

701 East Jefferson Street, Mail Code 55302
Phoenix, Arizona 85034
Address

Additional Signatures as Applicable

Signature of Authorized Individual Date

Typed Name

Typed Title

Signature of Authorized Individual Date

Typed Name

Typed Title



**Inmate Work Contract ("IWC")
No. 26-067-31
Bisbee Police Department**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

1. **PURPOSE:** To establish a contract for a work program whereby qualified inmates from the specific ASPC-Complex cited herein are provided an opportunity for compensated work in support of Contractor's need for the services described below.
2. **AUTHORITY:** Applicable sections of Arizona Revised Statute (A.R.S.) § 41-1604,
3. **DESCRIPTION OF SERVICES:**

The Contractor has a need for landscaping, roadside cleanup, cemetery brush cleanup, drainage landscape cleanup, facility cleaning and maintenance.
4. **INMATE COMPENSATION:** The contractor shall pay ADCRR for inmate labor at the rate of fifty cents (\$.50) per hour for each inmate.

SCOPE OF SERVICES

5. THE CONTRACTOR SHALL:

- 5.1. Provide all tools, equipment, and supplies necessary to properly and safely perform assigned work, including, but not limited to, drinking water, sanitary facilities, and any special items appropriate to the work performed, such as facial coverings, safety glasses, gloves, respirators, goggles, hats, protective outerwear or footwear, etc. Any personal protective equipment (PPE) shall be provided by Contractor at the beginning of each shift and prior to each use shall be inspected by a supervisor for condition, completeness and functionality.
- 5.2. Appoint a supervisor(s) who shall provide both technical and operational supervision. Appointed supervisors shall abide by and put into operational practice the Standard Work Provisions for Inmate Work Program Supervision in **Attachment #1**. The contractor shall regularly account for the inmates.
 - 5.2.1. Technical supervision - provide a supervisor(s) knowledgeable in the types of work tasks to be accomplished and the correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments, and ensure the proper deployment and use of any tools, equipment, and applicable PPE.
 - 5.2.2. Operational supervision - Contractor shall provide a supervisor(s) that remains with assigned inmate workers for the duration of each shift to supervise inmate work production and safety.
- 5.3. Contractor and its employees who participate in this work program shall be screened and approved in writing by ADCRR prior to permitting them access to an ADCRR facility or allowing them to supervise inmates. No inmate work will be initiated prior to such approval. Upon request from ADCRR, the Contractor shall submit in writing any information necessary to screen and approve its personnel for these purposes. This screening and approval process shall be repeated each year for continuing Contractor participants.
 - 5.3.1. Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process. If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed for the new supervisor.



**Inmate Work Contract ("IWC")
No. 26-067-31
Bisbee Police Department**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- 5.4. Follow all Department Orders (DOs), i.e. drug-free workplace, grooming code, etc. The policies, procedures, DOs are available on the following web site:
<https://corrections.az.gov>.
- 5.5. Designate a staff member who shall serve as a liaison between Contractor and ADCRR and ensure that ADCRR is given the name and phone number/extension of Contractor's liaison.
- 5.6. Provide ADCRR at least twenty-four (24) hours' advance notice should its workload require inmates to work beyond their normal work hours on any given day. Said notice shall be provided to the ASPC liaison.
- 5.7. Prior to the initiation of this work program, the proposed work site(s) shall be inspected by ADCRR and Contractor for security and safety concerns to ensure the work environment satisfies all requirements imposed by the custody level of assigned inmate workers and assigned work responsibilities.
- 5.8. Assign inmate work hours, work location(s), and job assignments subject to the concurrence of ADCRR. The work site(s) shall be confined to locations which are within Contractor's authority to manage, maintain and finance, as shown in **Attachment #6, Work Site Location(s)**
- 5.9. Allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by ADCRR prior to initiating the work activities described in this Contract. Subsequently, any additional or replacement staff assigned to this program must receive ADCRR training prior to assuming work responsibilities.
- 5.10. Maintain the work site(s) in the manner/condition in which it was approved by ADCRR as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If security/safety concerns become evident, or Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
 - 5.10.1. Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 5.10.2. Provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 5.10.3. Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 5.10.3.1. If, in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 5.11. As applicable, provide pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to the beginning of inmate work.



**Inmate Work Contract ("IWC")
No. 26-067-31
Bisbee Police Department**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- 5.11.1. As applicable, Contractor shall also comply with the **Site Safety and Health Plan** included as **Attachment #2**.
- 5.11.2. Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, the storage and/or use of any hazardous materials (inclusive of pesticides) at the work site while ADCRR staff and/or inmates are present requires they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical(s), in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 5.12. Provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 5.13. Prior to assigning inmates to work details, complete a Job Hazard Analysis (JHA) or Job Safety Analysis (JSA) for each job category to be performed by ADCRR inmates.
- 5.14. Provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 5.15. If applicable, pay for Correctional Officer (CO) supervision of inmate labor work crews, including overtime approved by Contractor, if applicable, and all employee-related expenses. If applicable, overtime hours shall be charged at 1.5 times the regular rate. Should additional inmate work crew(s) be needed, by mutual agreement, the Contractor shall either hire additional CO supervisor(s) or increase its own supervisory staff to supervise the additional crew(s). The contractor, in agreement with ADCRR, must authorize the expense of additional CO staff before the expense is incurred.
- 5.16. If applicable; in addition to payment for inmate work crews and CO supervision, pay ADCRR for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each ADCRR transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate labor work crew wages.
- 5.17. To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:
- 5.17.1. The bi-weekly **Inmate Payroll Summary** and the corresponding **Daily Time Sheet(s)**, shall be completed by Contractor and include the appropriate signature(s) of the inmate(s), and Contractor's inmate work crew Supervisor as provided for in **Attachments #4, and #5**.
- 5.17.2. The original Attachments #4 and #5 **shall** be sent to the address found in **Attachment #7** within three (3) work days following the end of the Contractor's scheduled pay period.
- On rare occasions, for technical reasons, the Inmate Payroll Summary may not be of biweekly duration. When these occur, the inmate pay period will be adjusted accordingly.
- 5.18. Payments as invoiced shall be paid within thirty (30) calendar days of the invoice date. The check



**Inmate Work Contract ("IWC")
No. 26-067-31
Bisbee Police Department**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

or warrant shall be made payable to Arizona State Prison Complex – Douglas and sent to the address found in **Attachment #7** (electronic payment may be made if mutually agreed):

- 5.19. Maintain records and other evidence sufficient to reflect properly all payments related to this IWC. Such records shall be made available for inspection and audit upon request by the Department.
- 5.20. Notify ADCRR prior to pursuing any press or publicity services under this IWC. ADCRR shall retain final approval rights concerning any such efforts.
- 5.21. Ensure that inmates assigned to this IWC shall not drive any licensed vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate Contractor's off-road mobile equipment (e.g., riding lawn mower, golf cart, etc.) in accordance with the procedure and guidelines described in Attachment #3, Off-Road Mobile Equipment Authorization.

6. ADCRR SHALL:

- 6.1. Provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor's need for landscaping, roadside cleanup, cemetery brush cleanup, drainage landscape cleanup, facility cleaning and maintenance.
 - 6.1.1. Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 6.2. When mutually agreed, provide transportation of inmate workers to and from the work site(s) in Department-owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 6.3. To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 6.4. Inmate workers transported from ASPC under this Contract will be provided an enhanced meal for consumption at the work site.
- 6.5. When mutually agreed, provide security supervision of inmate workers in accordance with Department written instructions and the Standard Work Provisions for Inmate Work Program Supervision in **Attachment #1**.
 - 6.5.1. Assigned Correctional Officer(s) (CO) shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow ADCRR notification procedures if:
 - 6.5.1.1. An inmate fails to remain at the work site.
 - 6.5.1.2. An inmate has an accident or becomes seriously ill at the work site.
- 6.6. Remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 6.7. Perform required background checks of Contractor's staff involved in supervising or interacting with inmate workers. Background checks will be performed annually for continuing participants of Contractor's staff.
- 6.8. Approve/disapprove Contractor's supervisor(s) assigned to this IWC in accordance with



**Inmate Work Contract ("IWC")
No. 26-067-31
Bisbee Police Department**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

Department written instructions; such approval is subject to review and/or retraction by Department at any time.

- 6.9. Present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this IWC. Subsequent to IWC execution, replacement staff assigned to this IWC shall receive Department training prior to assuming work responsibilities.
- 6.10. Keep the Contractor fully informed of Department written instructions and activities that have bearing upon Contractor's participation in this IWC.
- 6.11. Designate an institutional contact person who shall function as a liaison between ASPC, ADCRR, and Contractor in developing and coordinating work schedules, assignments, hours and transportation. ADCRR shall ensure the Contractor is given the name and telephone number/extension of the assigned designee.
- 6.12. As applicable, ADCRR's supervisory CO(s) will ensure that any inmate(s) who drives Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 6.13. Prior to the initiation of this IWC, the proposed work site shall be inspected by ADCRR and Contractor relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate labor work crew(s) and assigned work responsibilities.
 - 6.13.1. If security and/or safety concerns subsequently become evident, or the Contractor wishes to change or alter the work site, the same procedures described in the similar provision under the "Contractor" section above shall be followed.
- 6.14. Invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
 - 6.14.1. Inmate name and ADCRR number
 - 6.14.2. Hours worked
 - 6.14.3. Rate of pay
 - 6.14.4. Mileage (if applicable)
 - 6.14.5. Vehicle repair expense (if applicable)
 - 6.14.6. Total amount invoiced
- 6.15. Invoices for CO supervision shall identify at a minimum the following:
 - 6.15.1. CO name(s)
 - 6.15.2. CO hours worked including overtime hours, if applicable
 - 6.15.3. Rate of pay
 - 6.15.4. Total amount invoiced
- 6.16. That invoices shall be sent to the Contractor at the address found in **Attachment #7**.



**Inmate Work Contract
No. 26-067-31
Special Terms and Conditions**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

1. **Contract Term.** This Contract shall be effective when all signatures are affixed and executed by ADCRR, and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
2. **Modification.** Modifications within the scope of this Contract shall be made by mutual consent of the parties, and by the issuance of a written Contract amendment from ADCRR's Procurement Services office, signed and dated by all parties, prior to any changes being executed. Changes to the Contract to accomplish any of the following may be handled by written notice to the other parties rather than a formal Contract amendment.
 - 2.1. Change of address for any of the parties.
 - 2.2. A change in the name or address of the person(s) to whom notices, invoices, or payments are sent.
 - 2.3. Change in work locations
3. **Termination of Contract.** This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Contract termination shall be effective thirty (30) calendar days after the date such notice was mailed to the other party by certified mail, return receipt requested.
4. **Termination for Cause.** ADCRR reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, including, but not limited to, acquiring and maintaining all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
5. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. In accordance with A.R.S. § 38-511.
6. **Non Employees.** Inmates working under this Contract are not employees of the Contractor, and any compensation is provided solely pursuant to A.R.S. § 31-254.
7. **Relationship to Parties.** This Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee of or agent of the other party of the Contract.
8. **Inmate Labor Resources.** Circumstances may arise during the term of this Contract which may prohibit the availability of inmate workers assigned to Contractor. Such circumstances could include, but may not be limited to, acts of nature, institution disturbances, lockdowns, inmate work strikes, epidemic illness or disease, etc.
 - 8.1. Inmate work crews may also be withheld or permanently suspended when there is insufficient staffing or lack of qualified inmates who meet criteria for outside work assignments.
 - 8.2. If any such circumstance described above should occur, the following provisions shall apply:
 - 8.2.1. The Department shall provide verbal and/or written notice within 24 hours to the Contractor should circumstances arise which will impact work crew availability.
 - 8.2.2. Contractor shall not hold the Department liable for any costs, reimbursements, or penalties of any kind related to the failure to provide inmate workers, or in default of any Contract terms due to circumstances described above.



**Inmate Work Contract
No. 26-067-31
Special Terms and Conditions**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

9. **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
10. **Non-Discrimination.** The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
11. **Payment Discrepancy.** If a discrepancy in payment or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) work days after discovery. The parties shall resolve the discrepancy by comparison and reconciliation of records.
12. **Notices.** Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted herein and or as mutually agreed to in writing, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
13. **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.
14. **Notice Warning.** Any person who takes into or out of, or attempts to take into or out of, a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under any applicable provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, and any property or packages.

Authority A.R.S. §13-2501
 A.R.S. §13-2505
 ADCRR Department Order 708

15. **Contraband.** Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, e.g., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. §13-2505:

A person, not otherwise authorized by law, commits promoting contraband;

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Any person who has reasonable grounds to believe there has been a violation or attempted violation of this section shall immediately report such violation or attempted violation to the official in charge of the facility or to a peace officer. Promoting Prison Contraband is a Class 5 Felony.

Authority A.R.S. §13-2501
 A.R.S. §13-2505
 ADCRR Department Order 708



**Inmate Work Contract
No. 26-067-31
Special Terms and Conditions**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

16. Unlawful Sexual Conduct.

16.1. A person commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, Rehabilitation and Reentry (ADCRR), the Department of Juvenile Corrections, a private prison facility, or a city or county jail, or with an offender who is under the supervision of either ADCRR or a city or county. For the purposes of this subsection, "person" means a person who:

- Is employed by ADCRR or the Department of Juvenile Corrections.
- Is employed by a private prison facility or a city or county jail.
- Contracts to provide services with ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
- Is an official visitor, volunteer or agency representative of ADCRR, the Department of Juvenile Corrections, a private prison facility, or a city or county jail.

16.2. This section does not apply to a person who is employed by ADCRR, a private prison facility or a city or county jail or who contracts to provide services with ADCRR, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to ADCRR or was incarcerated in a city or county jail.

16.3. Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

16.4. Unlawful sexual conduct; correctional employees; prisoners; classifications; Definition A.R. S. § 13-1419.

17. Federal Prison Rape Elimination Act 2003. The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003 and all applicable standards of PREA.

18. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

19. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

20. Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

21. E-Verify Requirement. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

22. Indemnification. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Corrections is self-insured per A.R.S. 41-621.



**Inmate Work Contract
No. 26-067-31
Special Terms and Conditions**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- 23. Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 24. Applicable Law and Venue.** The Arizona law applies to this Contract including, where applicable the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.



**Addendum A to the
Special Terms and Conditions
Inmate Work Contract
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

1. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.1. Insurance Requirements

- 1.1.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, 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 Contractor, its agents, representatives, employees or subcontractors.
- 1.1.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

2. Minimum Scope and Limits of Insurance

The contractor shall provide coverage with limits of liability no less than those stated below.

2.1. 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 |
| • Damage to Rented Premises | \$50,000 |
| • Each Occurrence | \$1,000,000 |

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



**Addendum A to the
Special Terms and Conditions
Inmate Work Contract
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

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

2.2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$2,000,000

- A. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- B. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

2.3. Workers' Compensation and Employers' Liability

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

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

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

1.1. Additional Insurance Requirements

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

- 1.1.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 1.1.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.



**Addendum A to the
Special Terms and Conditions
Inmate Work Contract
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

1.2. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance 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 State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.3. Acceptability of Insurers

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

1.4. Verification of Coverage

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

- 1.4.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State'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.
- 1.4.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.4.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.5. Subcontractors

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

1.6. Approval and Modifications

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

1.7. Exceptions

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



**Attachment #1
Standard Work Provision
Inmate Work Programs
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. ADCRR authorities shall be notified immediately about any of the following occurrences:
- Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 - An inmate's failure to remain at work in accordance with assigned job duties.
 - Discovery or suspicion of any intoxicant or non-prescribed drug in the possession of any inmate worker.
 - Discovery or suspicion of any wireless communications device or multimedia storage device in the possession of any inmate worker.
 - An inmate's use of Contractor's computer work station, laptop or tablet computer, or any other electronic device capable of connectivity to the internet.
 - Observation of an inmate receiving any mail, note, package, or other communication not related to assigned work duties.
 - The visiting of an inmate by any unauthorized person.
 - Accident, Injury, or serious illness involving an inmate worker.
 - Any inmate activity, comment, or other behavior that causes a security concern.

NOTE: If a supervisory ADCRR Correctional Officer (CO) or an ACI Industry Program Specialist (IPS) is on site, Contractor shall provide immediate notification to the CO or IPS.

- C. In the event of an accident or serious illness while on the job, the Contractor may administer first aid to the inmate as necessary and shall notify ADCRR without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers shall not be transported in privately owned vehicles at any time.
- D. Contractor shall provide training and special protective clothing if the work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, noxious chemicals, radioactive substances, etc. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, respirators, gloves, goggles, protective outerwear, hats, etc. The contractor shall document in writing its training given to each inmate participant.
- E. The contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- F. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- G. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- H. The contractor shall comply with the required standards of the Occupational Safety and Health Administration (OSHA) relative to safety of the work environment and equipment used by assigned inmate workers.
- I. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. § 31-221, and no information shall be released without prior written authorization from ADCRR.



**Attachment #1
Standard Work Provision
Inmate Work Programs
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- J. Contractor's personnel shall be instructed that it is unlawful for anyone to give anything to inmates, take anything from inmates, or in any manner barter for anything with inmates (e.g., the supplying of any goods, including but not limited to food, soft drinks, or money, etc.), and that such conduct constitutes a felony for which they can be prosecuted.
- K. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- L. No inmate shall be permitted to use any of Contractor's computer work stations, laptop or tablet computers, or any other electronic device capable of connectivity to the internet.
- M. Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- N. An authorized representative of ADCRR shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with Contractor to discuss each inmate's work performance, work attendance and general behavior.
- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any unauthorized person is found visiting with an inmate, his or her name and description shall be given to ADCRR. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by ADCRR.



**Attachment #2
Standard Work Provision
Site Safety and Health Plan
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings;
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.
- 2.2 Contract's Project Manager is required to establish and administer a site-specific safety program and will:
 - 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.



**Attachment #2
Standard Work Provision
Site Safety and Health Plan
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
- 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
- 2.2.13 Promptly investigate any incident that causes injury or damage to property.
- 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
- 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
- 2.2.16 Maintain an effective equipment inspection and maintenance program.
- 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
- 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
- 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
- 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.
- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:
 - 4.1.1.1 Fire
 - 4.1.1.2 Injuries
 - 4.1.1.3 Injury to the general public
 - 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
 - 4.1.1.5 Public demonstrations
 - 4.1.1.6 Bomb threats
 - 4.1.1.7 Other exposures at the construction site



**Attachment #2
Standard Work Provision
Site Safety and Health Plan
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.

4.1.2.2 Delegate responsibility for making emergency calls.

4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates. If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4 minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public: The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.



**Attachment #2
Standard Work Provision
Site Safety and Health Plan
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- 4.2.8 Barricades meeting the requirements of the political subdivision involved shall provide where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside such protection or obstructions.
- 4.3 Housekeeping: During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
 - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.
- 4.4 Personal Protective Equipment:
 - 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.
- 4.5 Flammable and Combustible Liquids:
 - 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.
 - 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
 - 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
 - 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
 - 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
 - 4.5.6 Fuel trucks will be properly marked, contents clearly identified, posted and with proper fire protection.
 - 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
 - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.



**Attachment #2
Standard Work Provision
Site Safety and Health Plan
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

- 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
 - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
 - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
 - 4.6.5 Impact tools such as wedges and chisels shall be kept free of mushroomed heads.
 - 4.6.6 Wooden handles of the tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
 - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
 - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
 - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.
 - 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
 - 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
 - 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
 - 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
 - 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
- 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while the vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.



**Attachment #3
Standard Work Provision
Inmate Work Programs Letter of Instruction
Request for Authorization
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

Inmate Work Contracts provide for authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. The procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment is shown below.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. The contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.



**Attachment #4
Contractor
Inmate Work Programs
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

ARIZONA STATE PRISON COMPLEX – DOUGLAS

TIME SHEET

Page ____ of ____

DATE: _____

/LOCATION: _____

Inmate Name & ADCRR #	Time Arrived	Time Departed	Total Hours	Lunch Break/ Other Adjustments	Adjusted Total Hours	Signature

APPROVAL SIGNATURES:

Contractor

Date

Correctional Officer

Date

Electronic facsimile of this form is permitted.

Copy to Institution Providing Labor
Arizona State Prison Complex – Douglas
Attention: Business Manager
P.O. Box 3867
Douglas, Arizona 85608



**Attachment #4
Contractor
Inmate Work Programs
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

Page ____ of ____

Pay Period: MM/DD/YY to MM/DD/YY Location: _____

ADCRR #	Name	Hourly Wage Rate	Regular Hours Worked	Overtime Hours Worked	Total Hours Worked	Total Wages	Remarks

APPROVAL SIGNATURES:

Contractor

Electronic facsimile of this form is permitted.

Copy to Institution Providing Labor
Arizona State Prison Complex – Douglas
Attention: Business Manager
P.O. Box 3867
Douglas, Arizona 85608



**Attachment #6
Work Location
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

Work Hours	Monday through Thursday (Approximate Hours) 8:00am to 2:00pm		
	Location	Preferred Number of Inmates	Supervision
As agreed upon by Contractor and ASPC-Complex	<u>Police Station</u> 1 Hwy 92, Bisbee, AZ 85603	1	Contractor and ADCRR



**Attachment #7
Invoicing
No. 26-067-31**

Arizona Department of
Corrections, Rehabilitation &
Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

Contractor's Mailing Address

Town/City of	Bisbee
Attention	Matthew Gurney
Address	76 Erie St
City	Bisbee
State	Arizona
Zip Code	85603

Remit Payment to

Arizona State Prison Complex	Douglas
Attention	Business Manager
P.O. Box	3867
City	Douglas
State	Arizona
Zip Code	85608

Mailing Address

Arizona State Prison Complex	Douglas
Attention	Business Manager
P.O. Box	3867
City	Douglas
State	Arizona
Zip Code	85608

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: May 19th 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 12th 2026REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☒ORDINANCE ☐FORMAL ACTION ☐OTHER ☐

**SUBJECT: PUBLIC HEARING AND DISCUSSION AND POSSIBLE APPROVAL OF
RESOLUTION R-26-13: A RESOLUTION OF THE MAYOR AND CITY COUNCIL,
CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, INCREASING
THE WASTEWATER RATES.**

FROM: Keri Bagley, Finance Director**RECOMMENDATION: Approve Resolution R-26-13****PROPOSED MOTION: I move to approve Resolution R-26-13 adopting an increase to the
wastewater rates as presented in Exhibit A.**

DISCUSSION: This is the Public Hearing and Resolution to adopt the wastewater rate increase and 6-year rate plan. On March 17th 2026 Mayor and Council adopted Resolution R-26-08, a Notice of Intent to increase the City's sewer fees and adopt this new rate schedule. This is the resolution to adopt this increase. Willdan Financial Services completed a wastewater rate study in November 2018. The results of this rate study was an updated rate schedule of sewer fees required to cover the costs of operating the waste water plant over the next 10 years. No action was taken on this rate study at that time and as a result the sewer fees have only been increased twice since 2013 while costs to provide sewer service increase annually. Willdan conducted another rate study in 2025. The results of this study provided for a new schedule of rate increases through July 2030. The wastewater plant is over 20 years old with aging equipment in need of replacement and no reserve funds to cover these expected expenses.

FISCAL IMPACT: Approximately \$190,000 in increased annual revenue**DEPARTMENT LINE ITEM ACCOUNT: 54-37-10550****BALANCE IN LINE ITEM IF APPROVED: Not Applicable**

Prepared by:

Keri Bagley
Keri Bagley,
Finance Director

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
Interim City Manager

RESOLUTION R-26-13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, ESTABLISHING INCREASES TO WASTEWATER RATES OR RATE COMPONENTS, FEES, OR SERVICE CHARGES FOR A SIX YEAR PERIOD; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Bisbee provides wastewater collection and treatment services; and,

WHEREAS, pursuant to Arizona Revised Statutes (“A.R.S.”) § 9-511.01, the Mayor and Council of the City of Bisbee, Arizona (the “City Council”), is authorized to establish just and reasonable wastewater rates or rate components, fees, or service charges (collectively, “charges”), including periodic increases to such charges; and,

WHEREAS, the City prepared a written report and supplied data supporting the establishment and increase of the wastewater charges and made them available to the public by filing copies with the City Clerk and posting them on the City’s website at least 30 days before the public hearing held on May 19, 2026; and,

WHEREAS, the City Council held a public hearing regarding said wastewater charges prior to the adoption of this Resolution; and,

WHEREAS, the City Council finds that the proposed charges are just and reasonable and that it is in the best interest of the City to adopt such charges and rates to maintain the financial integrity of the City’s wastewater enterprise over the six year period identified in the attached schedule, which are supported by the rate study.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Bisbee, Arizona, as follows:

SECTION 1. The recitals above are incorporated as if fully set forth herein.

SECTION 2. The City of Bisbee wastewater rates, rate components, fees, and service charges are amended and increased for the next six years as set forth in the schedule attached hereto as Exhibit “A” and incorporated herein as if fully set forth herein.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED, ADOPTED, AND APPROVED by the City of Bisbee this 19th day of May, 2026.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Pierce Coleman, PLLC.

I hereby certify that the above foregoing Resolution No. R-26-13 was duly passed by the Council of the City of Bisbee, Arizona, at a regular meeting held on May 19, 2026, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Ashlee Coronado, City Clerk

**EXHIBIT A
TO
RESOLUTION R-26-13**

CITY OF BISBEE							
WASTEWATER 6-YEAR FLAT RATE INCREASE PLAN							
	Current	Jul-26	Jul-27	Jul-28	Jul-29	Jul-30	Jul-31
Residential - \$4.75 inc./yr	50.50	55.25	60.00	64.75	69.50	74.25	79.00
50% Poverty	30.30	33.15	36.00	38.85	41.70	44.55	47.40
100% Poverty	15.15	16.58	18.00	19.43	20.85	22.28	23.70
<u>Commercial:</u>							
Type 1 - \$5.35 inc./yr	57.06	62.41	67.76	73.11	78.46	83.81	89.16
Type 2 - \$9.16 inc./yr	97.67	106.83	115.99	125.15	134.31	143.47	152.63
Type 3 - \$15.58 inc./yr	162.95	178.23	193.51	208.79	224.07	239.35	254.63
Type 4 - \$2.84 inc./yr	30.32	33.16	36.00	38.84	41.68	44.52	47.36
Type 5 - \$23.68 inc./yr	252.62	276.30	299.98	323.66	347.34	371.02	394.70
Larger Facilities	Varies	Varies	Varies	Varies	Varies	Varies	Varies

Sewer Fees	Current	Proposed
New Account Set-up Fee	\$25.00	unchanged
New Account Refundable Deposit	2 months	unchanged
Sewer Hookup Fees	\$2,000.00	unchanged
Sewer Disconnect Fees	\$500 + cost of parts & equipment	unchanged
Sewer Inspection Fee	\$100.00	unchanged
Sewer activation/deactivation of shut-off valve	\$25.00	unchanged
Residential Unit Monthly Service	\$50.50	\$55.25
Households less than 50% Federal Poverty Guidelines	30% of Residential Fee	\$16.58
Households less than 100% Federal Poverty Guidelines	60% of Residential Fee	\$33.15
Small Retail, Professional and Office Business	\$57.06	\$62.41
Small Restaurants, cafes, snack bars, etc.(less than 4 employees)	\$97.67	\$106.83
All bars, restaurants (more than 4 employees)	\$162.95	\$178.23
Hotels, motels, bed & breakfasts, and all other transient lodging	\$30.32/room	\$33.16/room
Large retail (4 or more employees)	\$252.62	\$276.30
Larger facilities	Formula found in Code	Varies
Permitted Discharge	\$25.00 per 1,000 gallons	unchanged
Sewer & Garbage Late Fee	\$3.00	unchanged
Sewer & Garbage Interest	10% per annum	unchanged

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: May 19th 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 12th 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☒ ORDINANCE ☐ FORMAL ACTION ☐ OTHER ☐SUBJECT: **DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-26-12
ACCEPTING THE FISCAL YEAR 2027 PSPRS PENSION FUNDING POLICY**FROM: **Keri Bagley, Finance Director**RECOMMENDATION: **Approve Resolution R-26-12**PROPOSED MOTION: **I move to approve Resolution R-26-12 approving the PSPRS Pension
Funding Policy for Fiscal Year 2027.**

DISCUSSION: During the 2018 Legislative Session the State passed House Bill 2097. This bill requires every governing body with a plan under the Public Safety Personnel Retirement System (PSPRS) to adopt a Pension Funding Policy no later than July 1, 2019 and annually by July 1 thereafter. Funding objectives that must be addressed are described in HB2097. This House Bill in part requires every governing body to formally accept the amount of assets, liabilities, and current funding ratio in the latest PSPRS actuarial valuation reports. Those amounts are reflected on page 2 of the attached policy. The latest actuarial reports were published at the end of fiscal year 2025.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Keri Bagley
Keri Bagley,
Finance Director

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
Interim City Manager

RESOLUTION R-26-12

A RESOLUTION OF THE MAYOR AND COUNCIL, CITY OF BISBEE, COCHISE COUNTY, STATE OF ARIZONA, ADOPTING THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) PENSION FUNDING POLICY AND ACCEPTING THE CITY'S SHARE OF ASSETS AND LIABILITIES UNDER THE PSPRS ACTUARIAL VALUATION REPORT; AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY LEGAL SERVICES, CITY CHIEF FINANCIAL OFFICER, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, A.R.S. Title 38, Chapter 5, Article 4 and related statutes establish a Public Safety Personnel retirement system; and

WHEREAS, on April 3, 2018, House Bill 2097 was passed into law, requiring the City Council to adopt a pension funding policy for the Public Safety Personnel Retirement System (PSPRS) before July 1, 2019 and annually each year after; and

WHEREAS, pursuant to A.R.S. §38-863.01, the City is required to adopt a pension funding policy to communicate how the City will maintain the stability of the City's required contributions, how and when the City's funding requirements will be met, and defining the City's funded ratio target under PSPRS and how it will be met; and

WHEREAS, the City's sworn police officers and firefighters are members of the PSPRS plan; and

WHEREAS, it is in the best interest of the City to adopt the Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy, attached hereto as Exhibit "A" and incorporated herein by reference, and accept the City's share of assets and liabilities under the PSPRS actuarial valuation report.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council, City of Bisbee, County of Cochise, State of Arizona as follows:

SECTION 1. The Mayor and Council hereby adopt the Public Safety Personnel Retirement System Pension Funding Policy, attached hereto as Exhibit "A" and accept the City's share of assets and liabilities under the PSPRS actuarial valuation report.

SECTION 2. The City Manager, City Clerk, City Legal Services, City Chief Financial Officer, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this resolution or any part of the PSPRS Pension Funding Policy, attached hereto as Exhibit "A", is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. All City of Bisbee resolutions, or motions and parts of resolutions or motions of the Council in conflict with the provisions of this Resolution are hereby repealed.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Bisbee, this 19th day of May 2026.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joe Estes, City Attorney

City of Bisbee

Public Safety Personnel Retirement System

Pension Funding Policy – FY26/27

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial

valuation. The City of Bisbee has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2025 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Bisbee Police	10,991,266	10,813,311	(177,955)	101.6%
Bisbee Fire	12,184,723	12,084,976	(99,747)	100.8%
City of Bisbee Totals	23,175,989	22,898,287	(277,702)	101.2%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

The Council met the PSPRS funding ratio goal of 100% (fully funded by) June 30, 2023, and the goal is to remain 100% funded going forward.

Council established this goal for the following reasons:

- The fluctuating cost of an UAAL causes strain on the City's budget, affecting the City's ability to meet this payment and continue to provide services.
- The council passed resolution R-17-07 on June 6th of 2017 increasing the UAAL amortization period from 20 years to 30 years beginning June 30th, 2017. This extended period came with higher interest payments over the long term.

Council has taken the following actions to achieve this goal:

- Issued \$21,650,000 in pension obligation debt on 6/2/2022 of which \$20,750,000 was deposited into the PSPRS plan towards the unfunded obligation.
- Paid off the remaining unfunded liability balance of \$556,998 on March 30, 2023.
- Passed a 1% City Sales Tax to help fund the pension obligation.
- Established a contingency reserve fund with the goal of \$1.5 million in reserves to assist with future unfunded pension obligations. Using the 1% additional sales tax a total of \$800,000 was transferred to reserves in FY23-24 and FY24-25.

Council will take the following steps going forward:

- The city will work towards setting aside the remaining reserves in the coming fiscal years until the reserve balance is met.
- The city will pay off any unfunded balance that has accrued during the fiscal year.
- Council is committed to maintaining the full ARC payment from operating funds going forward.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: May 19th 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 12th 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☒ ORDINANCE ☐ FORMAL ACTION ☐ OTHER ☐

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-26-11:
DESIGNATING KERI BAGLEY AS THE CHIEF FISCAL OFFICER (CFO) FOR
FISCAL YEAR 2027 FOR THE PURPOSE OF SUBMITTING THE CITY'S ANNUAL
EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR
GENERAL'S OFFICE.**

FROM: Keri Bagley, Finance Director

RECOMMENDATION: Approve Resolution R-26-11

PROPOSED MOTION: I move to approve Resolution R-26-11 Designating Keri Bagley as the CFO of the City of Bisbee for Fiscal Year 2027.

DISCUSSION: A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's Annual Expenditure Limitation Report (AELR) on the governing body's behalf. The AELR is submitted annually to the Arizona Auditor General once all reports are prepared by and received from the City's Auditor. The attached resolution was prepared by the Auditor General's office and this template must be used to document the CFO designation.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Keri Bagley
Keri Bagley,
Finance Director

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
Interim City Manager

RESOLUTION NO. R-26-11

A RESOLUTION OF THE CITY OF BISBEE, ARIZONA MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2027 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Bisbee Mayor and Council desires to designate Keri Bagley, as the City's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF BISBEE MAYOR AND COUNCIL as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Keri Bagley is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2027 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the City of Bisbee, Arizona Mayor and Council, this 19th day of May, 2026.

Attested to:

Ken Budge, Mayor

Ashlee Coronado, City Clerk

Reviewed by:

Approved as to form:

Ashlee Coronado, Interim City Manager

Joseph Estes, City Attorney

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: May 19, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 12, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐SUBJECT: **FY27 Employee Benefit Renewal Agreements.**FROM: **Bridgette Kantner, Personnel Director**RECOMMENDATION: **Approval**PROPOSED MOTION: **I motion to approve FY27 Employee Benefit Renewal agreements for Blue Cross Blue Shield (BCBS) Health Insurance and stated Ancillary plans.****DISCUSSION:****FY27 Benefit Rate Proposal:****BCBS Renewal Summary:**

- Initial Renewal Received: 17.0% Increase; BCBS is using 17.59% Medical/Rx trend
- Revised Renewal: CBIZ negotiated to a 12% Increase with the Wellness Fund, changed to a \$10,000 General Fund; General Fund can be requested as of July 1st.

Plan changes (applies to all BCBS clients with these plans)

- Specialist Copays increasing from \$50 to \$60 & \$45 to \$55 on Buy-Up plan.
- Emergency Room Copay increasing from \$350 to \$450
- HDHP deductibles changing from \$3,300/\$6,600 to \$3,400/\$6,800 (to remain compliant with IRS embedded deductible guidelines)

Rx changes

- Tier a generic added; Tier b generic \$15 to \$20; Tier 2 copay \$55 to \$65
- Specialty Medications \$70/\$120/\$200/\$250 to \$50/\$150/\$300/\$450
- Mail order changing from 2 copays to 2.5 copays for a 90-day mail order supply

FY27 Ancillary Plans Proposal:

- **Delta Dental** – In rate guarantee period until 07/01/2027.
- **VSP Vision** – Rate pass issued for 2 years until 7/1/2028.
- **Mutual of Omaha Life and Voluntary Life/AD&D** – In rate guarantee period until 7/1/2027, *unless employee enters a new age bracket.*
- **Mutual of Omaha STD and LTD** – In rate guarantee period until 07/01/2027.
- **Alliance Work Partners** (Employee Assistance Plan) - Rate pass issued for 1 year until 07/01/2027.

FISCAL IMPACT: **Represented in FY27 Budget****DEPARTMENT LINE ITEM ACCOUNT:** **Various****BALANCE IN LINE ITEM IF APPROVED:** **Various**Prepared by: Bridgette Kantner
Bridgette Kantner, Personnel DirectorReviewed by: Ashlee Coronado
Ashlee Coronado, Interim City Manager



RENEWAL PRESENTATION 2026-2027

The City of Bisbee
April 24, 2026

Table of Contents

Section 1: Current Programs & Prior Renewal Review	3
Section 2: 2026-2027 Medical Plan Review	7
Section 3: 2026-2027 Other Lines Renewals	20
Section 4: Communication Strategy	30
Section 5: Key Decisions & Renewal Timeline	32
Section 6: Supporting Resources	35



SECTION 1

Current Programs and Prior Renewal Review

Summary of Current Programs & Renewal Dates

COVERAGE	CARRIER	RENEWAL DATE
Medical Insurance – 4 Plans • PPO \$1,500 • PPO \$1,000 • PPO \$500 • HDHP \$3,300	BlueCross BlueShield of Arizona	7/1/2026
Dental Insurance – 2 Plans • Base Plan - \$1,000 max • Buy-Up Plan - \$2,000 max	Delta Dental	7/1/2027
Vision Insurance	VSP	7/1/2026
Basic and Voluntary Life/AD&D Insurance	Mutual of Omaha	7/1/2027
Short-Term & Long-Term Disability Insurance	Mutual of Omaha	7/1/2027
EAP	Alliance Work Partners	7/1/2026
COBRA	CBIZ HCM	7/1/2026

Summary of 2025-2026 Renewals

July 1, 2025 RENEWAL

Medical Renewal BlueCross BlueShield of AZ

- Initial renewal increase issued at 11.0% with a \$10,000 Wellness Fund
- CBIZ negotiated with BCBS to a 3.0% increase and a \$20,000 General Fund in addition to the Wellness Fund
- BCBS agreed to apply general fund in overall renewal rates so the final renewal released was a **0% increase with a \$10,000 Wellness Fund**
- Reviewed AZ Health Pool; 2% above renewal; Requires Medical Questionnaire for final rates
- Reviewed Kobalt Health (BCBSAZ); -2% below; New to the market with no member enrollment and did not recommend this route
- UHC was 12% decrease and Aetna was 13% decrease

Dental Renewal Delta Dental

- Rate pass issued for 2 years until 7/1/2027

Vision Renewal VSP

- Was in a rate guarantee period until 7/1/2026

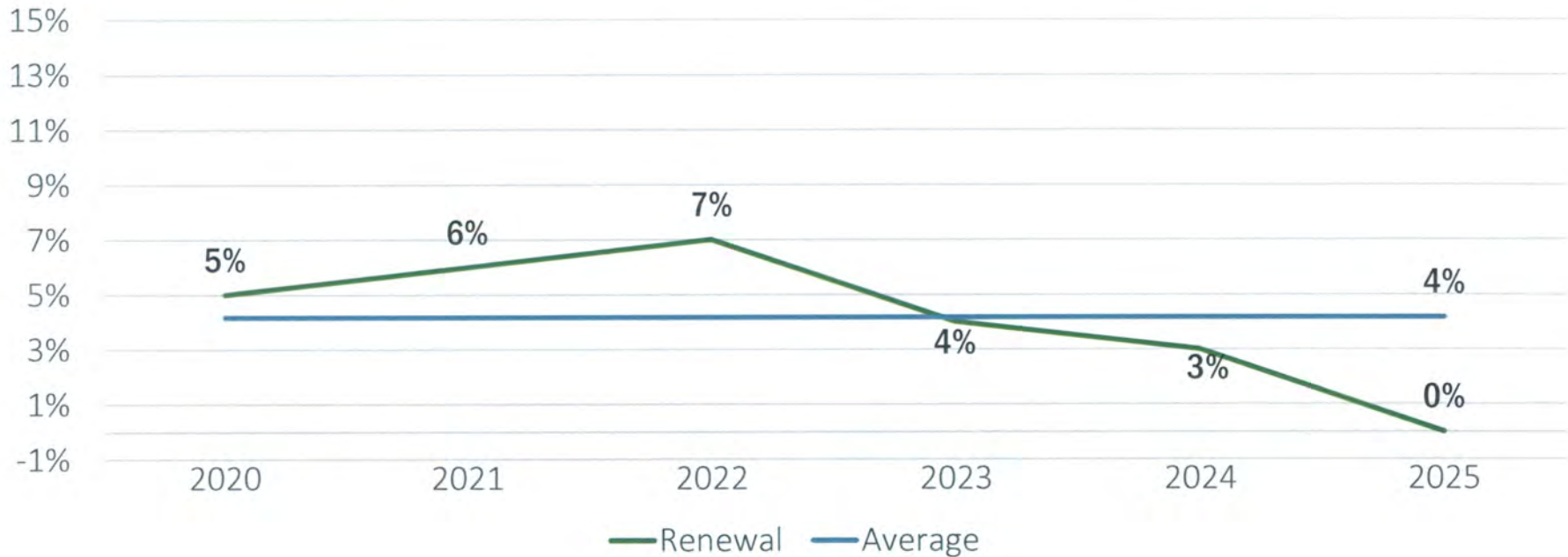
Basic and Voluntary Life/AD&D, STD, and LTD Renewal Mutual of Omaha

- Rate pass issued for 2 years until 7/1/2027

EAP Renewal Alliance Work Partners

- Rate pass issued 1 year until 7/1/2026

Medical Renewal History



4.0%

Over a 6-year period, City of Bisbee has experienced an average annual increase of 4.0%, beating annual Medical/Rx trend of 12%.



SECTION 2

2026-2027 Medical Renewal

2026-2027 Medical Renewal Executive Summary

- Initial Renewal Received: 17.0% Increase; BCBS is using 17.59% Medical/Rx trend
- Revised Renewal: CBIZ negotiated to a 12% Increase with the Wellness Fund, changed to a \$10,000 General Fund; General Fund can be requested as of July 1st.
- \$392.00 Remaining Wellness Funds to be used by end of the 2025/2026 plan year
- Plan changes (applies to all BCBS clients with these plans)
 - Specialist Copays increasing from \$50 to \$60 & \$45 to \$55 on Buy-Up plan.
 - Emergency Room Copay increasing from \$350 to \$450
 - HDHP deductibles changing from \$3,300/\$6,600 to \$3,400/\$6,800 (to remain compliant with IRS embedded deductible guidelines)
 - Rx changes
 - Tier a generic added; Tier b generic \$15 to \$20; Tier 2 copay \$55 to \$65
 - Specialty Medications \$70/\$120/\$200/\$250 to \$50/\$150/\$300/\$450
 - Mail order changing from 2 copays to 2.5 copays for a 90-day mail order supply

Trend factors contributing to increases include:

- Doctors and hospitals renegotiating contracts for higher reimbursements
- Increased utilization of post-pandemic, deferred care services
- Introduction of new and more complex medical treatments, especially specialty medications
- Rising drug prices from pharmaceutical manufacturers

Other contributing factors this year are:

- New government reporting requirements (No Surprises Act/CAA Rx/DC reporting)
- Advances in technology, including artificial intelligence, which, while beneficial, can drive up overall costs that are passed on to employers

Medical Plan Renewal and Marketing Summary

CARRIER	NOTES
Current Carrier Renewal – BCBSAZ	- Initial Renewal 17% increase with \$10K Wellness Fund - Negotiated to 12% increase with \$10K General Fund - Renewal Option at 6% changing coinsurance from 90% to 80%
MARKETING OVERVIEW	
United Healthcare	Proposed a competitive proposal for an overall 5% increase
Cigna	Non-Competitive; Came in 18% <u>above</u> current
Aetna	Proposed a competitive proposal for an overall 7% increase
MotivHealth	Still waiting for proposal

Medical Current -BCBSAZ

MEDICAL					BlueCross BlueShield of AZ - Current							
					Base Plan		Mid Plan		Buy Up Plan		HDHP	
					BluePreferred 1,500 90/50		BluePreferred 1,000 90/50		BluePreferred 500 90/50		HDHP/HSA 3,300 100/50	
					In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible (Individual ♦ Family)					\$1,500 ♦ \$3,000	\$3,000 ♦ \$6,000	\$1,000 ♦ \$2,000	\$2,000 ♦ \$4,000	\$500 ♦ \$1,000	\$1,000 ♦ \$2,000	\$3,300 ♦ \$6,600	\$6,600 ♦ \$13,200
Coinsurance					90% ♦ 10%	50% ♦ 50%	90% ♦ 10%	50% ♦ 50%	90% ♦ 10%	50% ♦ 50%	100% ♦ 0%	50% ♦ 50%
Maximum Out-of-Pocket (Individual ♦ Family)					\$5,000 ♦ \$10,000	\$10,000 ♦ \$20,000	\$4,000 ♦ \$8,000	\$8,000 ♦ \$16,000	\$3,500 ♦ \$7,000	\$7,000 ♦ \$14,000	\$3,300 ♦ \$6,600	\$6,600 ♦ \$13,200
Includes Deductible					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Includes Copayments - Medical & Prescription					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Provider Network					Statewide PPO		Statewide PPO		Statewide PPO		Statewide PPO	
					In Network Benefits		In Network Benefits		In Network Benefits		In Network Benefits	
Preventive Services The physician determines whether a service is considered preventive					100% Covered		100% Covered		100% Covered		100% Covered	
Primary Care Office Visit ♦ Non Preventive					\$25		\$25		\$25		0% after deductible	
Specialist Office Visit ♦ Non Preventive					\$50		\$50		\$45		0% after deductible	
Telehealth					100% Covered		100% Covered		100% Covered		0% after deductible	
Lab ♦ X-Ray ♦ Diagnostics												
Freestanding Facility					Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		0% after deductible	
Outpatient Hospital					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Lab ♦ X-Ray ♦ Major Diagnostics CT, PET, MRI, MRA & Nuclear Medicine												
Freestanding Facility					Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		0% after deductible	
Outpatient Hospital					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Inpatient Hospitalization					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Outpatient Surgery Services												
Freestanding Surgical Center					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Hospital Based Surgical Center					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Emergency Room					\$350		\$350		\$350		0% after deductible	
Urgent Care					\$60		\$60		\$60		0% after deductible	
Prescription Drugs Pharmacy Deductible												
					N/A		N/A		N/A		Health Plan Deductible First	
Included in Out of Pocket Maximum					Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; Deductible included in OOP Max	
Retail					\$15 ♦ \$55 ♦ \$100 ♦ \$200		\$15 ♦ \$55 ♦ \$100 ♦ \$200		\$15 ♦ \$55 ♦ \$100 ♦ \$200		0% after deductible	
Specialty					\$70 ♦ \$120 ♦ \$200 ♦ \$250		\$70 ♦ \$120 ♦ \$200 ♦ \$250		\$70 ♦ \$120 ♦ \$200 ♦ \$250		0% after deductible	
Mail Order					\$30 ♦ \$110 ♦ \$200 ♦ \$400		\$30 ♦ \$110 ♦ \$200 ♦ \$400		\$30 ♦ \$110 ♦ \$200 ♦ \$400		0% after deductible	
Rates	PPO \$1500	PPO \$1000	PPO \$500	HDHP	\$10,000 in wellness funds included							
Employee Only	0	29	31	0	\$564.32	\$601.35	\$666.89	\$472.47				
Employee Plus Spouse	1	4	2	1	\$1,241.50	\$1,322.97	\$1,467.16	\$1,039.43				
Employee Plus Child(ren)	2	8	2	0	\$1,072.21	\$1,142.57	\$1,267.09	\$897.69				
Employee Plus Family	2	2	0	1	\$1,805.82	\$1,924.32	\$2,134.05	\$1,511.90				
Estimated Monthly Premium	5	43	35	2	\$6,998	\$35,720	\$26,142	\$2,551				
Estimated Annual Premium	85				\$83,971	\$428,643	\$313,705	\$30,616				
Annual Premium Change												
Annual Percent Change												
Combined Annual Premium					\$856,935							

Medical Cost Summary Current -BCBSAZ

BlueCross BlueShield - Current									
Base PPO \$1,500		EE Deferred Comp \$70							
	# EE	EE Per Pay Period	Company Per Pay Period	Total Per Pay Period	EE Per Month	Company Per Month	Total Per Month	EE Total Monthly Cost	Company Total Monthly Cost
Employee	0	-\$18.52	\$300.68	\$282.16	-\$37.03	\$601.35	\$564.32	\$0.00	\$0.00
Emp Plus Spouse	1	\$203.62	\$417.13	\$620.75	\$407.24	\$834.26	\$1,241.50	\$407.24	\$834.26
Emp Plus Child(ren)	2	\$141.53	\$394.58	\$536.11	\$283.05	\$789.16	\$1,072.21	\$566.10	\$1,578.32
Family	2	\$410.62	\$492.30	\$902.91	\$821.23	\$984.59	\$1,805.82	\$1,642.46	\$1,969.18
# of EE	5						Monthly Cost	\$2,616	\$4,382
Core Mid Plan \$1,000		EE Deferred Comp \$70							
Employee	29	\$0.00	\$300.68	\$300.68	\$0.00	\$601.35	\$601.35	\$0.00	\$17,439.15
Emp Plus Spouse	4	\$244.36	\$417.13	\$661.49	\$488.71	\$834.26	\$1,322.97	\$1,954.84	\$3,337.04
Emp Plus Child(ren)	8	\$176.71	\$394.58	\$571.29	\$353.41	\$789.16	\$1,142.57	\$2,827.28	\$6,313.28
Family	2	\$469.87	\$492.30	\$962.16	\$939.73	\$984.59	\$1,924.32	\$1,879.46	\$1,969.18
# of EE	43						Monthly Cost	\$6,662	\$29,059
Buy-Up \$500		EE Deferred Comp \$4.46							
Employee	31	\$32.77	\$300.68	\$333.45	\$65.54	\$601.35	\$666.89	\$2,031.74	\$18,641.85
Emp Plus Spouse	2	\$316.45	\$417.13	\$733.58	\$632.90	\$834.26	\$1,467.16	\$1,265.80	\$1,668.52
Emp Plus Child(ren)	2	\$238.97	\$394.58	\$633.55	\$477.93	\$789.16	\$1,267.09	\$955.86	\$1,578.32
Family	0	\$574.73	\$492.30	\$1,067.03	\$1,149.46	\$984.59	\$2,134.05	\$0.00	\$0.00
# of EE	35						Monthly Cost	\$4,253	\$21,889
HDHP/HSA \$3,300		EE Deferred Comp \$70							
Employee	0	\$0.00	\$300.68	\$300.68	\$0.00	\$601.35	\$472.47	\$0.00	\$0.00
Emp Plus Spouse	1	\$102.59	\$417.13	\$519.72	\$205.17	\$834.26	\$1,039.43	\$205.17	\$834.26
Emp Plus Child(ren)	0	\$54.27	\$394.58	\$448.85	\$108.53	\$789.16	\$897.69	\$0.00	\$0.00
Family	1	\$263.66	\$492.30	\$755.95	\$527.31	\$984.59	\$1,511.90	\$527.31	\$984.59
# of EE	2						Monthly Cost	\$732	\$1,819
Total Employees	85						Annual Cost	\$171,159	\$685,775
Combined Annual Cost								\$856,935	

60 EE ONLY
25 NON EE ONLY PLANS

Medical Revised Renewal - BCBSAZ



MEDICAL					BlueCross BlueShield of AZ - Revised Renewal								
					Base Plan		Mid Plan		Buy Up Plan		HDHP		
					BluePreferred 1,500 90/50		BluePreferred 1,000 90/50		BluePreferred 500 90/50		HDHP/HSA 3,400 100/50		
					In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	
Deductible (Individual ♦ Family)					\$1,500 ♦ \$3,000	\$3,000 ♦ \$6,000	\$1,000 ♦ \$2,000	\$2,000 ♦ \$4,000	\$500 ♦ \$1,000	\$1,000 ♦ \$2,000	\$3,400 ♦ \$6,800	\$6,800 ♦ \$13,600	
Coinsurance					90% ♦ 10%	50% ♦ 50%	90% ♦ 10%	50% ♦ 50%	90% ♦ 10%	50% ♦ 50%	100% ♦ 0%	50% ♦ 50%	
Maximum Out-of-Pocket (Individual ♦ Family)					\$5,000 ♦ \$10,000	\$10,000 ♦ \$20,000	\$4,000 ♦ \$8,000	\$8,000 ♦ \$16,000	\$3,500 ♦ \$7,000	\$7,000 ♦ \$14,000	\$3,400 ♦ \$6,800	\$6,800 ♦ \$13,600	
Includes Deductible					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Includes Copayments - Medical & Prescription					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Provider Network					Statewide PPO		Statewide PPO		Statewide PPO		Statewide PPO		
					In Network Benefits		In Network Benefits		In Network Benefits		In Network Benefits		
Preventive Services					100% Covered		100% Covered		100% Covered		100% Covered		
The physician determines whether a service is considered preventive													
Primary Care Office Visit ♦ Non Preventive					\$25		\$25		\$25		0% after deductible		
Specialist Office Visit ♦ Non Preventive					\$60		\$60		\$55		0% after deductible		
Telehealth					100% Covered		100% Covered		100% Covered		No charge deductible waived		
Lab ♦ X-Ray ♦ Diagnostics													
Fr eestanding Facility					Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		0% after deductible		
Outpatient Hospital					10% after deductible		10% after deductible		10% after deductible		0% after deductible		
Lab ♦ X-Ray ♦ Major Diagnostics CT, PET, MRI, MRA & Nuclear Medicine													
Freestanding Facility					Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		Office visit copay; deductible does not apply or 10%		0% after deductible		
Outpatient Hospital					10% after deductible		10% after deductible		10% after deductible		0% after deductible		
Inpatient Hospitalization					10% after deductible		10% after deductible		10% after deductible		0% after deductible		
Outpatient Surgery Services													
Freestanding Surgical Center					10% after deductible		10% after deductible		10% after deductible		0% after deductible		
Hospital Based Surgical Center					10% after deductible		10% after deductible		10% after deductible		0% after deductible		
Emergency Room					\$450		\$450		\$450		0% after deductible		
Urgent Care					\$60		\$60		\$60		0% after deductible		
Prescription Drugs													
Pharmacy Deductible					N/A		N/A		N/A		Health Plan Deductible First		
Included in Out of Pocket Maximum					Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; Deductible included in OOP Max		
Retail					Tier 1a \$3 ♦ Tier 1b \$20 ♦ \$65 ♦ \$100 ♦ \$200		Tier 1a \$3 ♦ Tier 1b \$20 ♦ \$65 ♦ \$100 ♦ \$200		Tier 1a \$3 ♦ Tier 1b \$20 ♦ \$65 ♦ \$100 ♦ \$200		0% after deductible		
Specialty					\$50 ♦ \$150 ♦ \$300 ♦ \$450		\$50 ♦ \$150 ♦ \$300 ♦ \$450		\$50 ♦ \$150 ♦ \$300 ♦ \$450		0% after deductible		
Mail Order					Tier 1a \$7.50 ♦ Tier 1b \$50 ♦ \$162.50 ♦ \$250 ♦ \$500		Tier 1a \$7.50 ♦ Tier 1b \$50 ♦ \$162.50 ♦ \$250 ♦ \$500		Tier 1a \$7.50 ♦ Tier 1b \$50 ♦ \$162.50 ♦ \$250 ♦ \$500		0% after deductible		
Rates					PPO \$1500	PPO \$1000	PPO \$500	HDHP	\$10,000 in General funds included				
Employee Only					0	29	31	0	\$631.37	\$674.67	\$743.94	\$539.60	
Employee Plus Spouse					1	4	2	1	\$1,389.01	\$1,484.27	\$1,636.67	\$1,187.12	
Employee Plus Child(ren)					2	8	2	0	\$1,199.60	\$1,281.87	\$1,413.49	\$1,025.24	
Employee Plus Family					2	2	0	1	\$2,020.38	\$2,158.94	\$2,380.61	\$1,726.72	
Estimated Monthly Premium					5	43	35	2	\$7,829	\$40,075	\$29,162	\$2,914	
Estimated Annual Premium					85				\$93,948	\$480,904	\$349,950	\$34,966	
Annual Premium Change									\$9,977	\$52,261	\$36,244	\$4,350	
Annual Percent Change									11.9%	12.2%	11.6%	14.2%	
Combined Annual Premium									\$959,767				
Combined Annual Premium Change									\$102,833				
Combined Annual Percent Change									12%				

Medical Cost Summary Revised Renewal - BCBSAZ



Bisbee Annual \$ Difference	Bisbee Annual % Difference
\$81,692	11.91%
With General Fund	
\$71,692	10.45%

BlueCross BlueShield - Revised Renewal

Base PPO \$1,500		EE Deferred Comp \$70							
	# EE	EE Per Pay Period	Company Per Pay Period	Total Per Pay Period	EE Per Month	Company Per Month	Total Per Month	EE Total Monthly Cost	Company Total Monthly Cost
Employee	0	-\$21.65	\$337.34	\$315.69	-\$43.30	\$674.67	\$631.37	\$0.00	\$0.00
Emp Plus Spouse	1	\$229.72	\$464.79	\$694.51	\$459.44	\$929.57	\$1,389.01	\$459.44	\$929.57
Emp Plus Child(ren)	2	\$160.32	\$439.49	\$599.80	\$320.63	\$878.97	\$1,199.60	\$641.26	\$1,757.94
Family	2	\$461.07	\$549.12	\$1,010.19	\$922.14	\$1,098.24	\$2,020.38	\$1,844.28	\$2,196.48
# of EE	5						Monthly Cost	\$2,945	\$4,884
Core Mid Plan \$1,000		EE Deferred Comp \$70							
Employee	29	\$0.00	\$337.34	\$337.34	\$0.00	\$674.67	\$674.67	\$0.00	\$19,565.43
Emp Plus Spouse	4	\$277.35	\$464.79	\$742.14	\$554.70	\$929.57	\$1,484.27	\$2,218.80	\$3,718.28
Emp Plus Child(ren)	8	\$201.45	\$439.49	\$640.94	\$402.90	\$878.97	\$1,281.87	\$3,223.20	\$7,031.76
Family	2	\$530.35	\$549.12	\$1,079.47	\$1,060.70	\$1,098.24	\$2,158.94	\$2,121.40	\$2,196.48
# of EE	43						Monthly Cost	\$7,563	\$32,512
Buy-Up \$500		EE Deferred Comp \$0.73							
Employee	31	\$34.64	\$337.34	\$371.97	\$69.27	\$674.67	\$743.94	\$2,147.37	\$20,914.77
Emp Plus Spouse	2	\$353.55	\$464.79	\$818.34	\$707.10	\$929.57	\$1,636.67	\$1,414.20	\$1,859.14
Emp Plus Child(ren)	2	\$267.26	\$439.49	\$706.75	\$534.52	\$878.97	\$1,413.49	\$1,069.04	\$1,757.94
Family	0	\$641.19	\$549.12	\$1,190.31	\$1,282.37	\$1,098.24	\$2,380.61	\$0.00	\$0.00
# of EE	35						Monthly Cost	\$4,631	\$24,532
HDHP/HSA \$3,300		EE Deferred Comp \$70							
Employee	0	-\$67.54	\$337.34	\$269.80	-\$135.07	\$674.67	\$539.60	\$0.00	\$0.00
Emp Plus Spouse	1	\$128.78	\$464.79	\$593.56	\$257.55	\$929.57	\$1,187.12	\$257.55	\$929.57
Emp Plus Child(ren)	0	\$73.14	\$439.49	\$512.62	\$146.27	\$878.97	\$1,025.24	\$0.00	\$0.00
Family	1	\$314.24	\$549.12	\$863.36	\$628.48	\$1,098.24	\$1,726.72	\$628.48	\$1,098.24
# of EE	2						Monthly Cost	\$886	\$2,028
Total Employees	85						Annual Cost	\$192,300	\$767,467
Combined Annual Cost								\$959,767	

TOTAL
\$6807
Increase
to City
cost

↑ \$ 502

↑ \$ 3453

↑ \$ 2643

↑ \$ 209

Medical Renewal Option - BCBSAZ



MEDICAL					BlueCross BlueShield of AZ - Renewal Option							
					Base Plan		Mid Plan		Buy Up Plan		HDHP	
					BluePreferred 1,500 80/50		BluePreferred 1,000 80/50		BluePreferred 500 80/50		HDHP/HSA 4,000 100/50	
Description of Coverage					In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible (Individual ♦ Family)					\$1,500 ♦ \$3,000	\$3,000 ♦ \$6,000	\$1,000 ♦ \$2,000	\$2,000 ♦ \$4,000	\$500 ♦ \$1,000	\$1,000 ♦ \$2,000	\$4,000 ♦ \$8,000	\$8,000 ♦ \$16,000
Coinsurance					80% ♦ 20%	50% ♦ 50%	80% ♦ 20%	50% ♦ 50%	80% ♦ 20%	50% ♦ 50%	100% ♦ 0%	50% ♦ 50%
Maximum Out-of-Pocket (Individual ♦ Family)					\$5,500 ♦ \$11,000	\$11,000 ♦ \$22,000	\$5,000 ♦ \$10,000	\$10,000 ♦ \$20,000	\$4,500 ♦ \$9,000	\$9,000 ♦ \$18,000	\$4,000 ♦ \$8,000	\$8,000 ♦ \$16,000
Includes Deductible					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Includes Copayments - Medical & Prescription					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Provider Network					Statewide PPO		Statewide PPO		Statewide PPO		Statewide PPO	
					In Network Benefits		In Network Benefits		In Network Benefits		In Network Benefits	
Preventive Services The physician determines whether a service is considered preventive					100% Covered		100% Covered		100% Covered		100% Covered	
Primary Care Office Visit ♦ Non Preventive					\$25		\$25		\$25		0% after deductible	
Specialist Office Visit ♦ Non Preventive					\$60		\$60		\$55		0% after deductible	
Telehealth					100% Covered		100% Covered		100% Covered		No charge deductible waived	
Lab ♦ X-Ray ♦ Diagnostics												
Freestanding Facility					Office visit copay; deductible does not apply or 20%		Office visit copay; deductible does not apply or 20%		Office visit copay; deductible does not apply or 20%		0% after deductible	
Outpatient Hospital					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Lab ♦ X-Ray ♦ Major Diagnostics CT, PET, MRI, MRA & Nuclear Medicine												
Freestanding Facility					Office visit copay; deductible does not apply or 20%		Office visit copay; deductible does not apply or 20%		Office visit copay; deductible does not apply or 20%		0% after deductible	
Outpatient Hospital					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Inpatient Hospitalization					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Outpatient Surgery Services												
Freestanding Surgical Center					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Hospital Based Surgical Center					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Emergency Room					\$450		\$450		\$450		0% after deductible	
Urgent Care					\$60		\$60		\$60		0% after deductible	
Prescription Drugs												
Pharmacy Deductible					N/A		N/A		N/A		Health Plan Deductible First	
Included in Out of Pocket Maximum					Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; Deductible included in OOP Max	
Retail					Tier 1a \$3 ♦ Tier 1b \$20 ♦ \$65 ♦ \$100 ♦ \$200		Tier 1a \$3 ♦ Tier 1b \$20 ♦ \$65 ♦ \$100 ♦ \$200		Tier 1a \$3 ♦ Tier 1b \$20 ♦ \$65 ♦ \$100 ♦ \$200		0% after deductible	
Specialty					\$50 ♦ \$150 ♦ \$300 ♦ \$450		\$50 ♦ \$150 ♦ \$300 ♦ \$450		\$50 ♦ \$150 ♦ \$300 ♦ \$450		0% after deductible	
Mail Order					Tier 1a \$7.50 ♦ Tier 1b \$50 ♦ \$162.50 ♦ \$250 ♦ \$500		Tier 1a \$7.50 ♦ Tier 1b \$50 ♦ \$162.50 ♦ \$250 ♦ \$500		Tier 1a \$7.50 ♦ Tier 1b \$50 ♦ \$162.50 ♦ \$250 ♦ \$500		0% after deductible	
Rates		PPO \$1500	PPO \$1000	PPO \$500	HDHP	\$10,000 in General funds included						
Employee Only		0	29	31	0	\$600.62		\$636.94		\$701.54		\$514.27
Employee Plus Spouse		1	4	2	1	\$1,321.36		\$1,401.27		\$1,543.39		\$1,131.39
Employee Plus Child(ren)		2	8	2	0	\$1,141.18		\$1,210.19		\$1,332.93		\$977.11
Employee Plus Family		2	2	0	1	\$1,921.98		\$2,038.21		\$2,244.93		\$1,645.66
Estimated Monthly Premium		5	43	35	2	\$7,448		\$37,834		\$27,500		\$2,777
Estimated Annual Premium		85				\$89,372		\$454,011		\$330,005		\$33,325
Annual Premium Change						\$5,401		\$25,369		\$16,299		\$2,709
Annual Percent Change						6.4%		5.9%		5.2%		8.8%
Combined Annual Premium						\$906,713						
Combined Annual Premium Change						\$49,778						
Combined Annual Percent Change						6%						

Medical Cost Summary Renewal Option - BCBSAZ



Bisbee Annual \$ Difference	Bisbee Annual % Difference
\$39,652	5.78%
With General Fund	
\$29,652	4.32%

TOTAL
↑ \$3304

BlueCross BlueShield - Renewal Option									
Base PPO \$1,500 80%		EE Deferred Comp \$70							
	# EE	EE Per Pay Period	Company Per Pay Period	Total Per Pay Period	EE Per Month	Company Per Month	Total Per Month	EE Total Monthly Cost	Company Total Monthly Cost
Employee	0	-\$18.16	\$318.47	\$300.31	-\$36.32	\$636.94	\$600.62	\$0.00	\$0.00
Emp Plus Spouse	1	\$220.42	\$440.26	\$660.68	\$440.84	\$880.52	\$1,321.36	\$440.84	\$880.52
Emp Plus Child(ren)	2	\$154.22	\$416.38	\$570.59	\$308.43	\$832.75	\$1,141.18	\$616.86	\$1,665.50
Family	2	\$441.12	\$519.88	\$960.99	\$882.23	\$1,039.75	\$1,921.98	\$1,764.46	\$2,079.50
# of EE	5						Monthly Cost	\$2,822	\$4,626
Core Mid Plan \$1,000 80%		EE Deferred Comp \$70							
Employee	29	\$0.00	\$318.47	\$318.47	\$0.00	\$636.94	\$636.94	\$0.00	\$18,471.26
Emp Plus Spouse	4	\$260.38	\$440.26	\$700.64	\$520.75	\$880.52	\$1,401.27	\$2,083.00	\$3,522.08
Emp Plus Child(ren)	8	\$188.72	\$416.38	\$605.10	\$377.44	\$832.75	\$1,210.19	\$3,019.52	\$6,662.00
Family	2	\$499.23	\$519.88	\$1,019.11	\$998.46	\$1,039.75	\$2,038.21	\$1,996.92	\$2,079.50
# of EE	43						Monthly Cost	\$7,099	\$30,735
Buy-Up \$500 80%		EE Deferred Comp \$5.40							
Employee	31	\$32.30	\$318.47	\$350.77	\$64.60	\$636.94	\$701.54	\$2,002.60	\$19,745.14
Emp Plus Spouse	2	\$331.44	\$440.26	\$771.70	\$662.87	\$880.52	\$1,543.39	\$1,325.74	\$1,761.04
Emp Plus Child(ren)	2	\$250.09	\$416.38	\$666.47	\$500.18	\$832.75	\$1,332.93	\$1,000.36	\$1,665.50
Family	0	\$602.59	\$519.88	\$1,122.47	\$1,205.18	\$1,039.75	\$2,244.93	\$0.00	\$0.00
# of EE	35						Monthly Cost	\$4,329	\$23,172
HDHP/HSA \$3,300 80%		EE Deferred Comp \$70							
Employee	0	-\$61.34	\$318.47	\$257.14	-\$122.67	\$636.94	\$514.27	\$0.00	\$0.00
Emp Plus Spouse	1	\$125.44	\$440.26	\$565.70	\$250.87	\$880.52	\$1,131.39	\$250.87	\$880.52
Emp Plus Child(ren)	0	\$72.18	\$416.38	\$488.56	\$144.36	\$832.75	\$977.11	\$0.00	\$0.00
Family	1	\$302.96	\$519.88	\$822.83	\$605.91	\$1,039.75	\$1,645.66	\$605.91	\$1,039.75
# of EE	2						Monthly Cost	\$857	\$1,920
Total Employees	85						Annual Cost	\$181,285	\$725,428
Combined Annual Cost								\$906,713	

↑ \$244

↑ \$1676

↑ \$1283

↑ \$101

Medical Renewal Option – United Healthcare



MEDICAL					United Healthcare - Renewal Option							
					Base Plan		Mid Plan		Buy Up Plan		HDHP	
					Choice Plus ESD4 / EK		Choice Plus ESD2 / EK		Choice Plus ESDX / EK		Choice Plus ESGK / OI HDHP/HSA 3,400 100/50	
Description of Coverage					In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible (Individual ♦ Family)					\$1,500 ♦ \$3,000	\$10,000 ♦ \$20,000	\$1,000 ♦ \$2,000	\$10,000 ♦ \$20,000	\$500 ♦ \$1,000	\$10,000 ♦ \$20,000	\$3,500 ♦ \$7,000	\$6,000 ♦ \$12,000
Coinsurance					90% ♦ 10%	50% ♦ 50%	90% ♦ 10%	50% ♦ 50%	90% ♦ 10%	50% ♦ 50%	100% ♦ 0%	50% ♦ 50%
Maximum Out-of-Pocket (Individual ♦ Family)					\$5,500 ♦ \$11,000	\$20,000 ♦ \$40,000	\$4,000 ♦ \$8,000	\$20,000 ♦ \$40,000	\$3,000 ♦ \$6,000	\$20,000 ♦ \$40,000	\$5,000 ♦ \$10,000	\$18,000 ♦ \$36,000
Includes Deductible					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Includes Copayments - Medical & Prescription					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Provider Network					Choice Plus		Choice Plus		Choice Plus		Choice Plus	
Preventive Services					In Network Benefits		In Network Benefits		In Network Benefits		In Network Benefits	
The physician determines whether a service is considered preventive					100% Covered		100% Covered		100% Covered		100% Covered	
Primary Care Office Visit ♦ Non Preventive					\$25 under age 19 \$0		\$20 under age 19 \$0		\$20 under age 19 \$0		0% after deductible	
Specialist Office Visit ♦ Non Preventive					\$50		\$40		\$40		0% after deductible	
Telehealth					100% Covered		100% Covered		100% Covered		0% after deductible	
Lab ♦ X-Ray ♦ Diagnostics												
Freestanding Facility					\$25		\$25		\$25		0% after deductible	
Outpatient Hospital					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Lab ♦ X-Ray ♦ Major Diagnostics CT, PET, MRI, MRA & Nuclear Medicine												
Freestanding Facility					Designated Network 10% after deductible; or Network 50% after deductible		Designated Network 10% after deductible; or Network 50% after deductible		Designated Network 10% after deductible; or Network 50% after deductible		Designated Network 0% after deductible; or Network 50% after deductible	
Outpatient Hospital					Designated Network 10% after deductible; or Network 50% after deductible		Designated Network 10% after deductible; or Network 50% after deductible		Designated Network 10% after deductible; or Network 50% after deductible		Designated Network 0% after deductible; or Network 50% after deductible	
Inpatient Hospitalization					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Outpatient Surgery Services												
Freestanding Surgical Center					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Hospital Based Surgical Center					10% after deductible		10% after deductible		10% after deductible		0% after deductible	
Emergency Room					\$400		\$400		\$400		0% after deductible	
Urgent Care					\$50		\$50		\$50		0% after deductible	
Prescription Drugs												
Pharmacy Deductible					N/A		N/A		N/A		Health Plan Deductible First	
Included in Out of Pocket Maximum					Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; Deductible included in OOP Max	
Retail					\$10 ♦ \$35 ♦ \$70 ♦ \$250		\$10 ♦ \$35 ♦ \$70 ♦ \$250		\$10 ♦ \$35 ♦ \$70 ♦ \$250		\$10 ♦ \$35 ♦ \$70	
Specialty					\$10 ♦ \$35 ♦ \$70 ♦ \$250		\$10 ♦ \$35 ♦ \$70 ♦ \$250		\$10 ♦ \$35 ♦ \$70 ♦ \$250		\$70	
Mail Order					\$25 ♦ \$87.50 ♦ \$175 ♦ \$625		\$25 ♦ \$87.50 ♦ \$175 ♦ \$625		\$25 ♦ \$87.50 ♦ \$175 ♦ \$625		\$25 ♦ \$87.50 ♦ \$175	
Rates	PPO \$1500	PPO \$1000	PPO \$500	HDHP								
Employee Only	0	29	31	0	\$615.69		\$641.80		\$664.98		\$515.52	
Employee Plus Spouse	1	4	2	1	\$1,453.03		\$1,514.65		\$1,569.35		\$1,216.63	
Employee Plus Child(ren)	2	8	2	0	\$1,095.93		\$1,142.40		\$1,183.66		\$917.63	
Employee Plus Family	2	2	0	1	\$2,013.31		\$2,098.69		\$2,174.48		\$1,685.75	
Estimated Monthly Premium	5	43	35	2	\$7,672		\$38,007		\$26,120		\$2,902	
Estimated Annual Premium	85				\$92,058		\$456,089		\$313,445		\$34,829	
Annual Premium Change					\$8,087		\$27,446		-\$260		\$4,213	
Annual Percent Change					9.6%		6.4%		-0.1%		13.8%	
Combined Annual Premium					\$896,420							
Combined Annual Premium Change					\$39,486							
Combined Annual Percent Change					5%							

Medical Cost Summary Renewal Option – United Healthcare

Bisbee Annual \$ Difference	Bisbee Annual % Difference
\$45,434	6.63%

United Healthcare - Renewal Option									
Base PPO \$1,500		EE Deferred Comp \$70							
	# EE	EE Per Pay Period	Company Per Pay Period	Total Per Pay Period	EE Per Month	Company Per Month	Total Per Month	EE Total Monthly Cost	Company Total Monthly Cost
Employee	0	-\$13.05	\$320.90	\$307.85	-\$26.11	\$641.80	\$615.69	\$0.00	\$0.00
Emp Plus Spouse	1	\$270.26	\$456.26	\$726.52	\$540.52	\$912.51	\$1,453.03	\$540.52	\$912.51
Emp Plus Child(ren)	2	\$138.24	\$409.73	\$547.97	\$276.48	\$819.45	\$1,095.93	\$552.96	\$1,638.90
Family	2	\$477.40	\$529.26	\$1,006.66	\$954.79	\$1,058.52	\$2,013.31	\$1,909.58	\$2,117.04
# of EE	5						Monthly Cost	\$3,003	\$4,668
Core Mid Plan \$1,000		EE Deferred Comp \$70							
Employee	29	\$0.00	\$320.90	\$320.90	\$0.00	\$641.80	\$641.80	\$0.00	\$18,612.20
Emp Plus Spouse	4	\$301.07	\$456.26	\$757.33	\$602.14	\$912.51	\$1,514.65	\$2,408.56	\$3,650.04
Emp Plus Child(ren)	8	\$161.48	\$409.73	\$571.20	\$322.95	\$819.45	\$1,142.40	\$2,583.60	\$6,555.60
Family	2	\$520.09	\$529.26	\$1,049.35	\$1,040.17	\$1,058.52	\$2,098.69	\$2,080.34	\$2,117.04
# of EE	43						Monthly Cost	\$7,073	\$30,935
Buy-Up \$500		EE Deferred Comp \$40							
Employee	31	\$11.59	\$320.90	\$332.49	\$23.18	\$641.80	\$664.98	\$718.58	\$19,895.80
Emp Plus Spouse	2	\$328.42	\$456.26	\$784.68	\$656.84	\$912.51	\$1,569.35	\$1,313.68	\$1,825.02
Emp Plus Child(ren)	2	\$182.11	\$409.73	\$591.83	\$364.21	\$819.45	\$1,183.66	\$728.42	\$1,638.90
Family	0	\$557.98	\$529.26	\$1,087.24	\$1,115.96	\$1,058.52	\$2,174.48	\$0.00	\$0.00
# of EE	35						Monthly Cost	\$2,761	\$23,360
HDHP/HSA \$3,500		EE Deferred Comp \$70							
Employee	0	-\$63.14	\$320.90	\$257.76	-\$126.28	\$641.80	\$515.52	\$0.00	\$0.00
Emp Plus Spouse	1	\$152.06	\$456.26	\$608.32	\$304.12	\$912.51	\$1,216.63	\$304.12	\$912.51
Emp Plus Child(ren)	0	\$49.09	\$409.73	\$458.82	\$98.18	\$819.45	\$917.63	\$0.00	\$0.00
Family	1	\$313.62	\$529.26	\$842.88	\$627.23	\$1,058.52	\$1,685.75	\$627.23	\$1,058.52
# of EE	2						Monthly Cost	\$931	\$1,971
Total Employees	85						Annual Cost	\$165,211	\$731,209
Combined Annual Cost								\$896,420	

Medical Renewal Option – Aetna



MEDICAL					Aetna - Renewal Option							
					Base Plan		Mid Plan		Buy Up Plan		HDHP	
					BAFA 1500 80/50		BAFA 1000 80/50		BAFA 500 80/50 \$0LXR		BAFA 4000 HSA 100/50	
Description of Coverage					In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible (Individual ♦ Family)					\$1,500 ♦ \$3,000	\$3,000 ♦ \$9,000	\$1,000 ♦ \$2,000	\$2,000 ♦ \$6,000	\$500 ♦ \$1,000	\$2,000 ♦ \$6,000	\$4,000 ♦ \$8,000	\$10,000 ♦ \$30,000
Coinsurance					80% ♦ 20%	50% ♦ 50%	80% ♦ 20%	50% ♦ 50%	80% ♦ 20%	50% ♦ 50%	100% ♦ 0%	50% ♦ 50%
Maximum Out-of-Pocket (Individual ♦ Family)					\$5,500 ♦ \$11,000	\$13,000 ♦ \$39,000	\$5,000 ♦ \$10,000	\$12,000 ♦ \$36,000	\$4,500 ♦ \$9,000	\$12,000 ♦ \$36,000	\$7,500 ♦ \$15,000	\$20,000 ♦ \$60,000
Includes Deductible					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Includes Copayments - Medical & Prescription					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Provider Network					Aetna Broad Open POS		Aetna Broad Open POS		Aetna Broad Open POS		Aetna Broad Open POS	
					In Network Benefits		In Network Benefits		In Network Benefits		In Network Benefits	
Preventive Services The physician determines whether a service is considered preventive					100% Covered		100% Covered		100% Covered		100% Covered	
Primary Care Office Visit ♦ Non Preventive					\$25		\$25		\$25		0% after deductible	
Specialist Office Visit ♦ Non Preventive					\$75		\$75		\$75		0% after deductible	
Telehealth					100% Covered		100% Covered		100% Covered		0% after deductible	
Lab ♦ X-Ray ♦ Diagnostics												
Freestanding Facility					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Outpatient Hospital					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Lab ♦ X-Ray ♦ Major Diagnostics CT, PET, MRI, MRA & Nuclear Medicine												
Freestanding Facility					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Outpatient Hospital					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Inpatient Hospitalization					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Outpatient Surgery Services												
Freestanding Surgical Center					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Hospital Based Surgical Center					20% after deductible		20% after deductible		20% after deductible		0% after deductible	
Emergency Room					20% after deductible after \$300 copay		20% after deductible after \$300 copay		20% after deductible after \$300 copay		0% after deductible	
Urgent Care					\$75		\$75		\$75		0% after deductible	
Prescription Drugs												
Pharmacy Deductible					N/A		N/A		N/A		Health Plan Deductible First	
Included in Out of Pocket Maximum					Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; RX copays included in OOP Max		Yes; Deductible included in OOP Max	
Retail					\$10 ♦ \$45 ♦ \$75		\$10 ♦ \$45 ♦ \$75		\$10 ♦ \$45 ♦ \$75		\$10 ♦ \$50 ♦ \$100	
Specialty					Preferred 20% up to \$250; Non-Preferred 40% up to \$500		Preferred 20% up to \$250; Non-Preferred 40% up to \$500		Preferred 20% up to \$250; Non-Preferred 40% up to \$500		Preferred 20% up to \$250; Non-Preferred 40% up to \$500	
Mail Order					\$20 ♦ \$90 ♦ \$150		\$20 ♦ \$90 ♦ \$150		\$20 ♦ \$90 ♦ \$150		\$20 ♦ \$100 ♦ \$200	
Rates												
	PPO \$1500	PPO \$1000	PPO \$500	HDHP								
Employee Only	0	29	31	0	\$593.55	\$620.29	\$662.17	\$510.27				
Employee Plus Spouse	1	4	2	1	\$1,414.22	\$1,487.94	\$1,603.74	\$1,193.58				
Employee Plus Child(ren)	2	8	2	0	\$1,287.96	\$1,354.45	\$1,458.87	\$1,088.45				
Employee Plus Family	2	2	0	1	\$2,045.63	\$2,155.45	\$2,328.14	\$1,719.30				
Estimated Monthly Premium	5	43	35	2	\$8,081	\$39,087	\$26,652	\$2,913				
Estimated Annual Premium	85				\$96,977	\$469,040	\$319,830	\$34,955				
Annual Premium Change					\$13,006	\$40,397	\$6,125	\$4,339				
Annual Percent Change					15.5%	9.4%	2.0%	14.2%				
Combined Annual Premium					\$920,801							
Combined Annual Premium Change					\$63,867							
Combined Annual Percent Change					7%							

Medical Cost Summary Renewal Option – Aetna



Bisbee Annual \$ Difference	Bisbee Annual % Difference
\$32,951	4.80%

Aetna - Renewal Option									
Base PPO \$1,500		EE Deferred Comp \$70							
	# EE	EE Per Pay Period	Company Per Pay Period	Total Per Pay Period	EE Per Month	Company Per Month	Total Per Month	EE Total Monthly Cost	Company Total Monthly Cost
Employee	0	-\$13.37	\$310.15	\$296.78	-\$26.74	\$620.29	\$593.55	\$0.00	\$0.00
Emp Plus Spouse	1	\$262.26	\$444.85	\$707.11	\$524.52	\$889.70	\$1,414.22	\$524.52	\$889.70
Emp Plus Child(ren)	2	\$215.82	\$428.17	\$643.98	\$431.63	\$856.33	\$1,287.96	\$863.26	\$1,712.66
Family	2	\$494.53	\$528.29	\$1,022.82	\$989.05	\$1,056.58	\$2,045.63	\$1,978.10	\$2,113.16
# of EE	5						Monthly Cost	\$3,366	\$4,716
Core Mid Plan \$1,000		EE Deferred Comp \$70							
Employee	29	\$0.00	\$310.15	\$310.15	\$0.00	\$620.29	\$620.29	\$0.00	\$17,988.41
Emp Plus Spouse	4	\$299.12	\$444.85	\$743.97	\$598.24	\$889.70	\$1,487.94	\$2,392.96	\$3,558.80
Emp Plus Child(ren)	8	\$249.06	\$428.17	\$677.23	\$498.12	\$856.33	\$1,354.45	\$3,984.96	\$6,850.64
Family	2	\$549.44	\$528.29	\$1,077.73	\$1,098.87	\$1,056.58	\$2,155.45	\$2,197.74	\$2,113.16
# of EE	43						Monthly Cost	\$8,576	\$30,511
Buy-Up \$500		EE Deferred Comp \$70							
Employee	31	\$20.94	\$310.15	\$331.09	\$41.88	\$620.29	\$662.17	\$1,298.28	\$19,228.99
Emp Plus Spouse	2	\$357.02	\$444.85	\$801.87	\$714.04	\$889.70	\$1,603.74	\$1,428.08	\$1,779.40
Emp Plus Child(ren)	2	\$301.27	\$428.17	\$729.44	\$602.54	\$856.33	\$1,458.87	\$1,205.08	\$1,712.66
Family	0	\$635.78	\$528.29	\$1,164.07	\$1,271.56	\$1,056.58	\$2,328.14	\$0.00	\$0.00
# of EE	35						Monthly Cost	\$3,931	\$22,721
HDHP/HSA \$4,000		EE Deferred Comp \$70							
Employee	0	-\$55.01	\$310.15	\$255.14	-\$110.02	\$620.29	\$510.27	\$0.00	\$0.00
Emp Plus Spouse	1	\$151.94	\$444.85	\$596.79	\$303.88	\$889.70	\$1,193.58	\$303.88	\$889.70
Emp Plus Child(ren)	0	\$116.06	\$428.17	\$544.23	\$232.12	\$856.33	\$1,088.45	\$0.00	\$0.00
Family	1	\$331.36	\$528.29	\$859.65	\$662.72	\$1,056.58	\$1,719.30	\$662.72	\$1,056.58
# of EE	2						Monthly Cost	\$967	\$1,946
Total Employees	85						Annual Cost	\$202,075	\$718,726
Combined Annual Cost								\$920,801	



SECTION 3

2026-2027 Ancillary Lines Renewals

2026-2027 Ancillary Lines Renewals



DENTAL – Delta Dental

- In a rate guarantee period until 7/1/2027



VISION - VSP

- Rate pass issued for 2 years until 7/1/2028
- Enhancement options shown in vision slide



LIFE AND VOLUNTARY LIFE/AD&D – Mutual of Omaha

- In a rate guarantee period until 7/1/2027



STD AND LTD – Mutual of Omaha

- In a rate guarantee period until 7/1/2027



EAP – Alliance Work Partners

- Rate pass issued for 1 year until 7/1/2027

Dental – Delta Dental

DENTAL	Delta Dental – Current/Renewal			
	Base Plan		Buy-Up Plan	
	In Network	Out of Network	In Network	Out of Network
Annual Maximum	\$1,000	\$1,000	\$2,000	\$2,000
Benefit Payment Percentile	Negotiated Fee	90th U&C	Negotiated Fee	90th U&C
Deductible	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Waived for Preventive?	Yes	Yes	Yes	Yes
Preventive - Type I	100%	100%	100%	100%
Basic - Type II	80%	80%	80%	80%
Major - Type III	50%	50%	50%	50%
Endo/Perio: Preventive, Basic or Major?	Basic - Type II		Basic - Type II	
Orthodontia	50%		50%	
Deductible	N/A		N/A	
Maximum	\$1,000		\$2,000	
Waiting Periods				
Preventive	None		None	
Basic	None		None	
Major	None		None	
Orthodontia	None		None	
Rate Guarantee	1 year until 7/1/2027			
Rates				
Employee Only	27	\$22.50	11	\$26.87
Employee Plus Spouse	11	\$61.39	3	\$81.60
Employee Plus Child(ren)	10	\$61.39	2	\$81.60
Employee Plus Family	14	\$61.39	10	\$81.60
Administration Fee (if applicable)				
Estimated Monthly Premium	62	\$2,756	26	\$1,520
Estimated Annual Premium	\$51,309			

Dental Cost Summary – Delta Dental

Current/Renewal - Dual Option based on 24 paycycles; Bisbee pay 100% on all tiers on the base plan									
Low Option - Delta	# EE	EE Per Pay Period	Company Per Pay Period	Total Per Pay Period	EE Per Month	Company Per Month	Total Per Month	EE Total Monthly Cost	Company Total Monthly Cost
Employee	27	\$0.00	\$11.25	\$11.25	\$0.00	\$22.50	\$22.50	\$0.00	\$607.50
Emp + Spouse	11	\$0.00	\$30.70	\$30.70	\$0.00	\$61.39	\$61.39	\$0.00	\$675.29
Emp + Child(ren)	10	\$0.00	\$30.70	\$30.70	\$0.00	\$61.39	\$61.39	\$0.00	\$613.90
Family	14	\$0.00	\$30.70	\$30.70	\$0.00	\$61.39	\$61.39	\$0.00	\$859.46
# of EE	62						Monthly Cost	\$0	\$2,756
High Option - Delta									
Employee	11	\$2.19	\$11.25	\$13.44	\$4.37	\$22.50	\$26.87	\$48.07	\$247.50
Emp + Spouse	3	\$10.11	\$30.70	\$40.80	\$20.21	\$61.39	\$81.60	\$60.63	\$184.17
Emp + Child(ren)	2	\$10.11	\$30.70	\$40.80	\$20.21	\$61.39	\$81.60	\$40.42	\$122.78
Family	10	\$10.11	\$30.70	\$40.80	\$20.21	\$61.39	\$81.60	\$202.10	\$613.90
# of EE	26						Monthly Cost	\$351	\$1,168
Total Employees	88						Annual Cost	\$4,215	\$47,094
							Combined Annual Cost	\$51,309	

Dental Option Cost Summary – Delta Dental

Bisbee Annual \$ Difference	Bisbee Annual % Difference
-\$18,417	-39.11%

Option - Dual Option based on 24 paycycles; Change Bisbee contribution to 100% EE only and 50% Dep

Low Option - Delta	# EE	EE Per Pay Period	Company Per Pay Period	Total Per Pay Period	EE Per Month	Company Per Month	Total Per Month	EE Total Monthly Cost	Company Total Monthly Cost
Employee	27	\$0.00	\$11.25	\$11.25	\$0.00	\$22.50	\$22.50	\$0.00	\$607.50
Emp + Spouse	11	\$15.35	\$15.35	\$30.70	\$30.70	\$30.70	\$61.39	\$337.65	\$337.65
Emp + Child(ren)	10	\$15.35	\$15.35	\$30.70	\$30.70	\$30.70	\$61.39	\$306.95	\$306.95
Family	14	\$15.35	\$15.35	\$30.70	\$30.70	\$30.70	\$61.39	\$429.73	\$429.73
# of EE	62						Monthly Cost	\$1,074	\$1,682
High Option - Delta									
Employee	11	\$2.19	\$11.25	\$13.44	\$4.37	\$22.50	\$26.87	\$48.07	\$247.50
Emp + Spouse	3	\$25.45	\$15.35	\$40.80	\$50.91	\$30.70	\$81.60	\$152.72	\$92.09
Emp + Child(ren)	2	\$25.45	\$15.35	\$40.80	\$50.91	\$30.70	\$81.60	\$101.81	\$61.39
Family	10	\$25.45	\$15.35	\$40.80	\$50.91	\$30.70	\$81.60	\$509.05	\$306.95
# of EE	26						Monthly Cost	\$812	\$708
Total Employees	88						Annual Cost	\$22,632	\$28,677
Combined Annual Cost								\$51,309	

Vision Renewal – VSP

VOLUNTARY VISION		VSP Current & Renewal		VSP Renewal Option		VSP - LightCare Renewal Option	
Description of Coverage		In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Vision Exam		\$20	Reimbursed up to \$50	\$20	Reimbursed up to \$50	\$20	Reimbursed up to \$50
Vision Exam Frequency		Once every 12 months		Once every 12 months		Once every 12 months	
Lenses Coverage							
Single Vision Lenses		100% covered after \$20 exam copay	Reimbursed up to \$50	100% covered after \$20 exam copay	Reimbursed up to \$50	100% covered after \$20 exam copay	Reimbursed up to \$50
Bifocal Lenses		100% covered after \$20 exam copay	Reimbursed up to \$75	100% covered after \$20 exam copay	Reimbursed up to \$75	100% covered after \$20 exam copay	Reimbursed up to \$75
Trifocal Lenses		100% covered after \$20 exam copay	Reimbursed up to \$100	100% covered after \$20 exam copay	Reimbursed up to \$100	100% covered after \$20 exam copay	Reimbursed up to \$100
Lenticular Lenses		100% covered after \$20 exam copay	Reimbursed up to \$125	100% covered after \$20 exam copay	Reimbursed up to \$125	100% covered after \$20 exam copay	Reimbursed up to \$125
Lenses & Contacts Frequency		Once every 12 months		Once every 12 months		Once every 12 months	
Frames Coverage		\$130 allowance + 20% off balance	Reimbursed up to \$70	\$150 allowance + 20% off balance	Reimbursed up to \$70	\$150 allowance + 20% off balance; LightCare (Non-prescription blue light filtering glasses or sunglasses) - Covered in full after copay up to frame allowance	Reimbursed up to \$70
Frames Frequency		Once every 24 months		Once every 24 months		Once every 24 months	
Contact Lens Coverage (In lieu of eyeglasses)		Fitting & Evaluation - Up to \$60		Fitting & Evaluation - Up to \$60		Fitting & Evaluation - Up to \$60	
Medically Necessary		\$120 allowance	Reimbursed up to \$210	\$120 allowance	Reimbursed up to \$210	\$120 allowance	Reimbursed up to \$210
Elective		\$130 allowance	Reimbursed up to \$105	\$130 allowance	Reimbursed up to \$105	\$130 allowance	Reimbursed up to \$105
Rate Guarantee		2 years until 7/1/2028		4 years until 7/1/2028		2 years until 7/1/2028	
Rates							
Employee Only	34	\$13.69		\$14.23		\$14.64	
Employee Plus Spouse	7	\$29.43		\$30.59		\$31.47	
Employee Plus Child(ren)	4	\$29.43		\$30.59		\$31.47	
Employee Plus Family	16	\$29.43		\$30.59		\$31.47	
Estimated Monthly Premium	61	\$1,260		\$1,310		\$1,347	
Estimated Annual Premium		\$15,121		\$15,717		\$16,169	
Annual Premium Change				\$596		\$1,049	
Percent Change				3.9%		6.9%	

Vision Renewal – VSP

VOLUNTARY VISION		AFLAC-Davis Vision		AFLAC-Davis Vision	
		Renewal Option		Renewal Option	
Description of Coverage		In Network	Out of Network	In Network	Out of Network
Vision Exam		\$10	Reimbursed up to \$40	\$10	Reimbursed up to \$40
Vision Exam Frequency		Once every 12 months		Once every 12 months	
Lenses Coverage					
Single Vision Lenses		100% covered after \$25 exam copay	Reimbursed up to \$40	100% covered after \$10 exam copay	Reimbursed up to \$40
Bifocal Lenses		100% covered after \$25 exam copay	Reimbursed up to \$60	100% covered after \$10 exam copay	Reimbursed up to \$60
Trifocal Lenses		100% covered after \$25 exam copay	Reimbursed up to \$80	100% covered after \$10 exam copay	Reimbursed up to \$80
Lenticular Lenses		100% covered after \$25 exam copay	Reimbursed up to \$100	100% covered after \$10 exam copay	Reimbursed up to \$100
Lenses & Contacts Frequency		Once every 12 months		Once every 12 months	
Frames Coverage		\$130 or up to \$180 at Visionworks; \$0 Copay for Davis Vision Frame Collection in Lue of Allowance	Reimbursed up to \$50	\$150 or up to \$200 at Visionworks; \$0 Copay for Davis Vision Frame Collection in Lue of Allowance	Reimbursed up to \$50
Frames Frequency		Once every 24 months		Once every 12 months	
Contact Lens Coverage (In lieu of eyeglasses)		Fitting & Evaluation - Up to \$60 plus 15% discount on any overage		Fitting & Evaluation - Up to \$60 plus 15% discount on any overage	
Medically Necessary		\$130 allowance	Reimbursed up to \$225	\$150 allowance	Reimbursed up to \$225
Elective		\$130 allowance	Reimbursed up to \$105	\$130 allowance	Reimbursed up to \$105
Rate Guarantee		2 years until 7/1/2028		2 years until 7/1/2028	
Rates					
Employee Only	34	\$7.72		\$8.80	
Employee Plus Spouse	7	\$14.45		\$17.61	
Employee Plus Child(ren)	4	\$14.65		\$17.67	
Employee Plus Family	16	\$21.19		\$25.65	
Estimated Monthly Premium	61	\$761		\$904	
Estimated Annual Premium		\$9,135		\$10,843	
Annual Premium Change		-\$5,986		-\$4,278	
Percent Change		-39.6%		-28.3%	

Basic & Voluntary Life/AD&D Renewal – Mutual of Omaha

LIFE	Mutual of Omaha
	Current
Basic Life	\$50,000
Rates per \$1,000	
Covered Lives	91
Rate	\$0.21
Volume	\$4,507,500
Rate Guarantee	1 year until 7/1/2027
Estimated Monthly Premium	\$947
Estimated Annual Premium	\$11,359

Supplemental Life/AD&D	Mutual of Omaha
	Current
Employee	\$10,000 increments up to 5x salary or \$500,000
Guarantee Issue	\$100,000
Spouse	\$5,000 increments up to 50% of employee's benefit up to a \$125,000 maximum
Guarantee Issue	50% of employee's benefit up to \$50,000
Children	\$1,000 increments up to \$10,000 maximum per child
Minimum Participation	25%
Rate Guarantee	1 year until 7/1/2027
Monthly Rates per \$1,000	Employee, Spouse & Child AD&D: \$0.04 per \$1,000
Ages	
<20	\$0.11
20-24	\$0.11
25-29	\$0.11
30-34	\$0.12
35-39	\$0.14
40-44	\$0.21
45-49	\$0.32
50-54	\$0.40
55-59	\$0.76
60-64	\$1.11
65-69	\$2.91
70-74	\$5.19
75-79	\$8.56
80+	\$17.34
Dependent	\$0.16 per \$1,000
	34 EE & 10 spouses & 14 children enrolled; For a monthly total of \$741

Short-Term and Long-Term Disability Renewal – Mutual of Omaha

SHORT TERM DISABILITY	Mutual of Omaha
	Current
Duration of Benefit	25 weeks
Benefit Percentage	70%
Maximum Weekly Benefit	\$575
Elimination Period	
Accident	7 days
Sickness	7 days
Rate Guarantee	1 year until 7/1/2027
Rates per \$10 of Covered Weekly Benefit	
Covered Lives	90
Rate	\$0.39
Volume	\$48,027
Estimated Monthly Premium	\$1,873
Estimated Annual Premium	\$22,477

LONG TERM DISABILITY	Mutual of Omaha
	Current
Elimination Period	180 days
Benefit Percentage	67%
Minimum Monthly Benefit	\$100
Maximum Monthly Benefit	\$2,500
Mental/Nervous Benefit	24 months
Survivor Benefit	3 months
Pre-Existing Condition Limitation	3 months
Rate Guarantee	1 year until 7/1/2027
Rates per \$100 of Covered Monthly Payroll	
Covered Lives	37
Rate	\$0.49
Volume	\$133,701
Estimated Monthly Premium	\$655
Estimated Annual Premium	\$7,862

EAP Renewal – Alliance Work Partners

Employee Assistance Program - EAP		Alliance Work Partners Current & Renewal	
Description of Coverage		In Network	
Telephonic Clinical Counseling		Unlimited	
Face-to-Face Clinical Counseling		Up to 6 sessions per issue	
Online Services		Included	
Work/Life Services			
Legal Consultations		Included	
Financial Consultations		Included	
Dependent Care Assistance		Included	
ID Theft Assistance		Included	
Employer Services			
Critical Incident Stress Mgmt (CISM)		Up to 5 hours per event, unlimited events	
Training/Workshops/Brown Bags		Onsite additional fee	
Reporting		Included	
Rate Guarantee		1 year until 7/1/2027	
		6 Visits; including WorkLife Standard, HelpNet, LawAccess & SafeRide	
Rate - PEPM		EE's	
Monthly Premium		112	Annual Flat Rate
Annual Premium			\$4,800
* Counseling rates for public employees subject to AZ State law ARS 38-673 will be invoiced separately at the rate of: \$200 per hour			



SECTION 4

Employee Communication Strategy

Open Enrollment Communications

PRE-OPEN ENROLLMENT RESOURCES

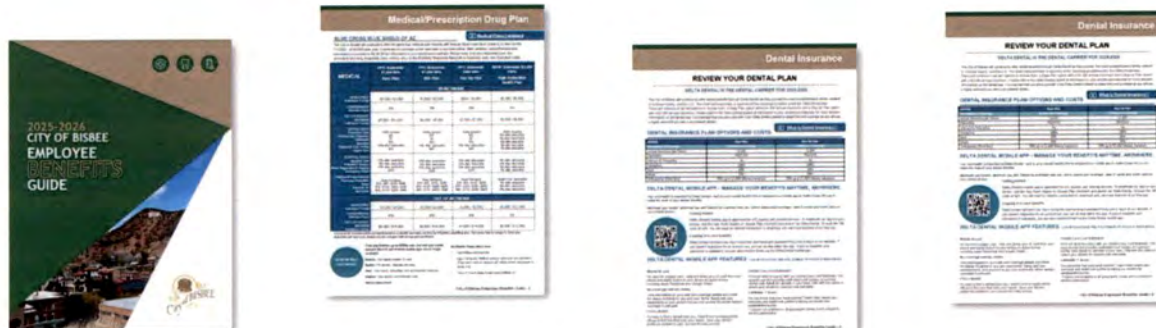


OE INFORMATIONAL FLYERS

GENERIC EDUCATIONAL VIDEOS



OPEN ENROLLMENT – BENEFIT GUIDE CREATION





SECTION 5

Key Decisions & Renewal Timeline

Renewal Timeline

Start Date	Task	Due Date	Responsible Party
February			
2	Begin Request/Track Renewals from carriers	February 27	CBIZ
2	Retrieve census data from Employee Navigator	February 2	CBIZ
9-13	Prepare for Marketing	February 13	CBIZ
March			
2-6	Begin Illustrating Renewals Preparation & Updating Employee Communications	March 6	CBIZ
13	Renewals Due	March 13	CBIZ/Carriers
16	Send out RFP	March 16	CBIZ
30	RFP Due	March 30	CBIZ/Carriers
April			
1-3	Illustrate Options	April 3	CBIZ
6-10	2026 Renewal Review Meeting	April 10	CBIZ/Bisbee
13-15	Finalize renewal decisions	April 15	CBIZ/Bisbee
15-17	Finalize Open Enrollment Schedule	April 17	CBIZ/Bisbee
20-24	Prepare and Finalize Open Enrollment Material	April 24	CBIZ/Bisbee
27-30	Ensure all materials are ready for OE	April 30	CBIZ/Bisbee
May			
4-8	Open Enrollment Meeting Last year onsite May 7	May 8	CBIZ/Bisbee
4	Open Enrollment Period Last year OE ran 5/7 – 6/7	June 5	CBIZ/Bisbee
June			
8-12	Close Open Enrollment & Send to Carriers	June 12	CBIZ/Bisbee
July			
1-31	Post enrollment follow up review	July 1-31	CBIZ

Key Decisions

Renew Medical with BCBSAZ for the 2026/2027 plan year?

☐ Yes ☐ No

Continue with the same Employer Contributions for the 2026/2027 plan year?

☐ Yes ☐ No

Renewal Dental with Delta Dental for the 2026/2027 plan year?

☐ Yes ☐ No

Renew Vision Plan with VSP for the 2026/2027 plan year?

☐ Yes ☐ No

Renewal Life and Disability with Mutual of Omaha for the 2026/2027 plan year?

☐ Yes ☐ No

Renew EAP with Alliance Work Partners for the 2026/2027 plan year?

☐ Yes ☐ No



SECTION 6

Supporting Resources

CBIZ Account Management Team



Becky Lopez
Account Executive
520.321.7507
blopez@cbiz.com

- Responsible for overseeing the performance of the account management team
- Provides guidance for executing the strategy set by the client and consulting team members
- Reviews financial and utilization data with team
- Assists in renewal and contractual negotiations
- Escalated issue resolution management
- Regulatory compliance consulting



Anisa Karczynski
Senior Wellbeing Consultant
520.321.7516
anisa.karczynski@cbiz.com

- Incentive design
- Gap analysis and culture assessment
- Vendor partnership
- Industry best practices
- Compliance with federal regulations governing corporate wellness programs



Robert Alvarez
Account Coordinator / Employee Navigator
520.321.7542
balvarez@cbiz.com

- Employee Navigator assistance
- Assist CBIZ Account Manager



Cecilia Leclaire
Account Manager
520.321.7523
cecilia.leclaire@cbiz.com

- Oversee administration process
- Assist with communication strategy
- Regulatory compliance assistance
- Development of open enrollment material/employee communications
- Follow up with carrier on administrative issues
- Develop bid specifications and market comparisons
- Assist in resolving billing and claim issues



Angela Schlosser
Senior Claims Advocate
520.321.7503
aschlosser@cbiz.com

- Employee claims assistance
- Responsible for providing research for escalated claim issues
- Medicare Secondary payor issues



KAREN MCLEESE, ESQ.
Vice President – Employee Benefits Regulatory Affairs

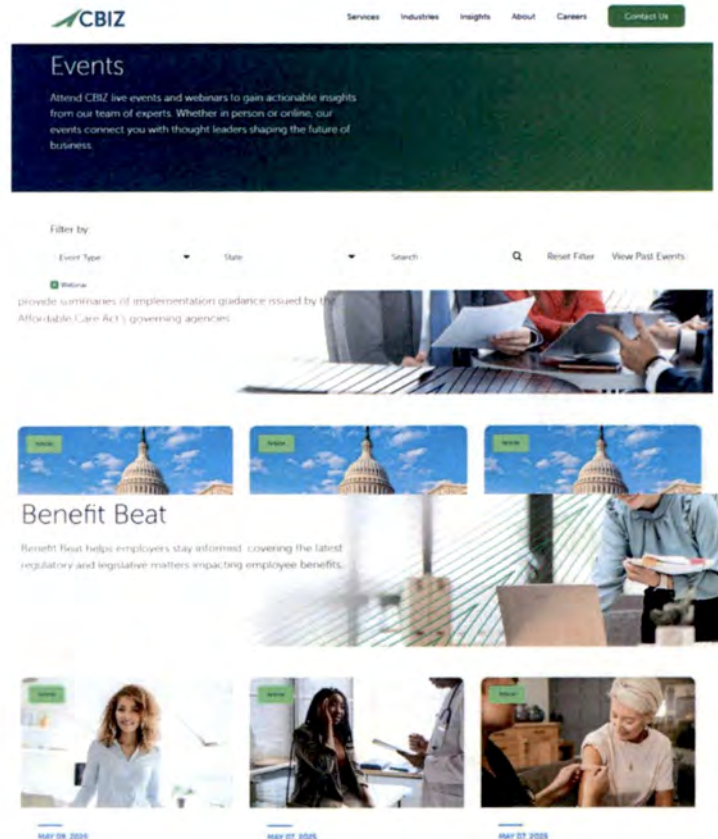
- In-house counsel for employee benefits and insurance laws
- Writes and distributes *For Your Benefit Book*, *At Issue*, *Benefit Beat* and *Health Reform Bulletin*
- Reviews and interprets federal and state laws and regulations impacting employee benefits

Copyright © 2025 CBIZ Benefits & Insurance Services, Inc. All rights reserved.

Compliance Resources

CBIZ Regulatory & Compliance Portal

- CBIZ For Your Benefit resource manual – [click here](#)
 - *Password: FYB2026_CBIZ*
- Benefit Beat Archive – [click here](#)
- Health Reform Bulletin Archive – [click here](#)
- CBIZ Webinars – [click here](#)



For Your Benefit

A Quick Reference Guide to Welfare Benefits



Thank you for your continued partnership!

AGENDA ITEM NUMBER 7**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 19, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 8, 2026REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to Fund a Grant Application for Carolyn Toronto in the amount of \$500.00 from the Bisbee Arts Commission Fund.

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

PROPOSED MOTION: I move to approve the funding of the grant application for Carolyn Toronto in the amount of \$500.00 from the Bisbee Arts Commission Fund.

DISCUSSION:

At the May 4, 2026, meeting of the Bisbee Arts Commission, the Commission unanimously approved a recommendation to the City Council to fund \$500.00 of Carolyn Toronto's "Calliope Women's Music and Art Fest".

FISCAL IMPACT: \$500.00**DEPARTMENT LINE-ITEM ACCOUNT:** 42-40-10530**BALANCE IN LINE ITEM IF APPROVED:** \$910.00

Prepared by:

Nina Williams,
Deputy City Clerk

Reviewed by:

Ashlee Coronado,
City Clerk



BISBEE ARTS COMMISSION

RECEIVED

APR 08 2026

City Clerk's Office
City of Bisbee

BISBEE ARTIST GRANT APPLICATION

Name of Applicant: (If you are applying as a group or collective, please also list the contact's name)

Carolyn Toronto

Phone Number:

520 - 437-6165

Email:

carolyn.toronto@gmail.com

Mailing Address:

309 Hazzard St. Bisbee AZ 85603

Name of Project:

Calliope Women's Music and Art Fest

Project Description:

Two days of female performers, music, some comedy and dance, showcasing our amazing local talent as well as performers from Portland, Tucson and Sierra Vista

Amount Requested: (Grants to applicants range from a minimum of \$100 to a maximum of \$500)

\$ 500.00

Project Cost

What is the total projected cost of the activity?

\$ 2,000.00 (based on last years pay outs)

What is the proposed use of the grant funds?

To pay musicians for their performance - we have 23 confirmed plus some with band accompaniment. Also to pay for the printing of the posters and flyers for advertising. Also funds for paying the 4 sound guys.

Location of project or activity

Are you a resident of the City of Bisbee, Arizona? (We ask this for our own reporting. City residency is not required for consideration, but funded project must take place or be shown within city limits.)

Yes, the event will be hosted by the Bisbee Coffee Co. as well as some events Sat. morning at Objects on Main

Activity Dates

When will your project take place? (Supported activities should take place in the current year, although they can extend.)

Saturday May 16 from 10 am to 9pm and Sunday May 17 from 10 to 2pm (morning womens gathering at Objects 9am to 10am singing circle.)

Local Community Impact

In what ways do you think this project could have an impact on the local community?

It will bring us together in celebration of music and ^{as a} songwriters community! Supporting one another - Showcasing our talent for Bisbee residents and tourists - attracting business patronage nearby.

Are other artists involved? (If there are other artists involved in your project in a meaningful way, please list them below and explain briefly how they are involved.)

Lizanne Michaud is designing the posters & flyers en gratis, I'm donating my time as the organizer, I have 4 Sound guys on board, 2 talent wranglers and clean up crews!

If you are applying on behalf of an artist collective or group, please provide the names and artistic disciplines for others in the group.

Additional Information

What other details about the project and your request for grant funding would you like the review panelists to know?

This is the 3rd Annual Calliope fest and we have more locals involved (some new performers!) The two previously successful shows were funded by the BAC and other local donors - so thank you!

Upon request, I agree to provide the City of Bisbee with a full accounting of the funds received, including receipts, cancelled checks and other documents suitable for proof of payment.

I agree to complete the project for which funds are requested within 1 year of notice of award.

I will provide a written, final report to the City of Bisbee within 30 days of completion of the project.

I agree that if funds are not used for the stated purpose and within 1 year of award, they will be returned to the BAC.

Funds received may be subject to 1099 tax reporting requirements.

Carolyn Toronto
Typed or Printed Name

Carolyn Toronto
Signature

4-6-26
Date

CALLIOPE

*Music
& Art
Festival*

{ BISBEE AZ }

**SAT
MAY
10th
2025**

BISBEE COFFEE CO

2 MAIN ST OUTDOOR STAGE

- 10:30-11a Stephanie Peavey
11:10-11:40 Magghie O'Shea
11:50-12:20 Christa Leigh
12:30-1:15 Carolyn Toronto Trio
1:30-2:15 Nancy Weaver Band
2:30-3:15 Damaris Bernhard, Daniele
Panther, Jenny Druckman
3:30-4:00 Donna Frisby
4:15-5:00 Beca Reyes, Daniele Panther,
Coriana Eastman
5:15-5:45 Jennifer Churchill (Comedy)
6:00-6:30 Julianna Thomas
6:45-7:15 Leila Lopez
7:30-8:30 **MELISSA REAVES**

OBJECT HOTEL 29 MAIN ST

- 10-10:30a Calliope Women's
Song Circle
10:45-11:15 Allie Stewart
11:30-12:00 Amelia Doll
12:15-12:45 Jessica Fleet
1:00-1:30 Maybel's Fabels
1:45-2:15 Bridget Downey
2:45-3:15 Liz Vann
3:30-4:00 Molly Harrico
4:15-4:45 Aurelia Anne Cohen
5:00-5:30 Nikki Fobian
5:45-6:15 Charlie Bridges
6:30-7:30 **THE EXBATS**

Sonia Allen Comedy

BETWEEN SETS at OBJECT AFTER 4:30 (TBD)

Vendors

**ART
POTTERY
JEWELRY
CLOTHING**

Sound

**ERIC (ESH) HAWKES
KURT HAUSER
SCOTT MUHLEMAN
EVAN HUBBARD**

Sponsors

**BISBEE COFFEE CO.
BISBEE ARTS COMMISSION
BISBEE WOMAN'S CLUB
MARILYN SEIBOLD
GRETCHEN BONADUCE
HARRY WOLTERS**

CALLIOPE AFTER PARTY

AT LEGION BAR AND GRILL, 57 SUBWAY, WITH
WHAM BAM THANK YOU! MA'AM
GRETCHEN BONADUCE, JULIA KEAN, KATE FLANNERY

More info, text 520-437-6165



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 19, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 8, 2026REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to Fund a Grant Application for Andrew van Baal in the amount of \$500.00 from the Bisbee Arts Commission Fund.

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

PROPOSED MOTION: I move to approve the funding of the grant application for Andrew van Baal in the amount of \$500.00 from the Bisbee Arts Commission Fund.

DISCUSSION:

At the May 4, 2026, meeting of the Bisbee Arts Commission, the Commission unanimously approved a recommendation to the City Council to fund \$500.00 of Andrew van Baal's "Jo & Joe".

FISCAL IMPACT: \$500.00**DEPARTMENT LINE-ITEM ACCOUNT:** 42-40-10530**BALANCE IN LINE ITEM IF APPROVED:** \$410.00**Prepared by:**

Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Clerk



BISBEE ARTS COMMISSION

RECEIVED

APR 27 2026

City Clerk's Office
City of Bisbee

BISBEE ARTIST GRANT APPLICATION

Name of Applicant: <i>(If you are applying as a group or collective, please also list the contact's name)</i> Andrew van Baal
Phone Number: (323) 559-1097
Email: andrewvanbaal@gmail.com
Mailing Address: P.O. Box 762, Bisbee, AZ 85603
Name of Project: Jo & Joe
Project Description: "Jo & Joe" is an independent feature film that I've been working on for years and will be shooting in and around Bisbee in the fall. It's a surreal western ghost story set in contemporary Bisbee but touching on elements of the region's Wild West past via its usage of possession as a story device: the lead character Joanna becomes possessed by Joseph - an amnesiac ghost from Bisbee's mining heyday at the turn of the century - and together as one they uncover a forgotten history that alters their understanding of who they are. Blending elements of magical realism with grounded, character-driven storytelling, the film explores themes of codependency, identity, and the enduring resonance of the past in the present.
Amount Requested: <i>(Grants to applicants range from a minimum of \$100 to a maximum of \$500)</i> \$500

Project Cost

What is the total projected cost of the activity? \$50,000
What is the proposed use of the grant funds? To help with costs of filming which include, among other things, pay for cast and crew, equipment, locations, and insurance.

Location of project or activity

Are you a resident of the City of Bisbee, Arizona? *(We ask this for our own reporting. City residency is not required for consideration, but funded project must take place or be shown within city limits.)*

Yes, and most of the filming will take place in Bisbee.

Activity Dates

When will your project take place? *(Supported activities should take place in the current year, although they can extend.)*

2-3 weeks during the fall of 2026. Exact dates TBD but likely in October or November.

Local Community Impact

In what ways do you think this project could have an impact on the local community?

As a feature film that's not only set in Bisbee but also about its unique historic and artistic culture I think it could have a big impact by both providing an opportunity for local artists and businesses to participate in a film production and exposing them (and the city itself) to a wider audience outside of Bisbee, which could help with tourism.

Are other artists involved? *(If there are other artists involved in your project in a meaningful way, please list them below and explain briefly how they are involved.)*

Many local Bisbee artists will be involved both in front of and behind the camera. Aurelia Anne Cohen, Magic Kenny, Bill & Jess from Juniper Djinn, Shantih Nicechops, and Ken Boe will have featured roles, and production support will be provided by the Reichert Foundation of Photographic Arts (who recently moved their non-profit org from Austin to Bisbee) and the Southern Arizona Film Society.

If you are applying on behalf of an artist collective or group, please provide the names and artistic disciplines for others in the group.

Additional Information

What other details about the project and your request for grant funding would you like the review panelists to know?

I've raised the majority of the budget already from a successful Kickstarter campaign and some private donations, but still need to bring in more to meet my goal, so this grant would be of great assistance in that and much appreciated.

Upon request, I agree to provide the City of Bisbee with a full accounting of the funds received, including receipts, cancelled checks and other documents suitable for proof of payment.

I agree to complete the project for which funds are requested within 1 year of notice of award.

I will provide a written, final report to the City of Bisbee within 30 days of completion of the project.

I agree that if funds are not used for the stated purpose and within 1 year of award, they will be returned to the BAC.

Funds received may be subject to 1099 tax reporting requirements.

Andrew van Baal

Typed or Printed Name



Signature

4-27-26

Date

“Jo & Joe” Artist Statement

“Jo & Joe” is, among other things, a film about the tension between myth and reality, particularly in regards to a much-mythologized region: the American West. The romance of Western movies planted the seed of interest in me when I was young and living far from the actual West, but once I started traveling its byways—especially the smaller ones away from the main Interstates—I realized the real West is much more diverse, surreal, and idiosyncratic—in short, much *weirder*—than most of its cinematic depictions. I’ve wanted to make a movie reflecting that—a “Weird Western”—for a long time, and “Jo & Joe” is that movie.

A core part of accomplishing that is rooting the film in a real weird western community (the *most* weird western of all in my opinion). Bisbee is not just a backdrop for “Jo & Joe”—it’s a collaborator. The town’s layered history, its artistic ecosystem, and its population of fiercely individual, creative people make it uniquely aligned with the spirit of the film. My goal is to involve Bisbee residents both in front of and behind the camera: casting locals in supporting roles, using them as crew, and using local businesses as locations and service providers. This approach is both aesthetic and ethical. Non-professional performers and community participants bring a texture and specificity that cannot be manufactured, while also ensuring that the production circulates resources within the place it represents.

Beyond production, I see “Jo & Joe” as a way to contribute to Bisbee’s ongoing cultural life. This includes hosting community screenings, workshops, and open set days that will create pathways for local artists and young people to engage with filmmaking in a hands-on way. The aim is not just to make a film in Bisbee, but about it, and in doing so create a cinematic representation of the place and community that feels authentic and fosters skills and connections for future film projects.

This approach grows directly out of my broader practice. As a filmmaker, I’ve consistently been drawn to projects that emerge from specific places and communities, often working with non-actors and small crews to create work that feels immediate and collaborative. My previous feature films “Largo” and “Feliz Año Tijuana” are both examples of this, the former depicting the scene at a now-legendary Los Angeles music and comedy venue, the latter the vibrant street life of Tijuana’s Zona Centro. The world of Bisbee fascinates me as much, if not more, than those places, and I’m interested in filmmaking as a social process as much as an artistic one: a way of building temporary but meaningful communities around the act of making something together. Whether through grassroots screenings, partnerships with local organizations and businesses, or projects developed outside traditional industry structures, I’ve tried to align my work with the people and places it engages.

“Jo & Joe” represents a continuation and expansion of that ethos. It brings together my long-standing interest in melding the myths and realities of the West in cinema with a growing commitment to community-based production. Ultimately, what I want to accomplish is a film that both honors and challenges the Western genre and feels both intimate and expansive: a story that resonates beyond its setting, but is inseparable from the people and place that made it possible.

You can learn more about it and see a pitch video and some proof-of-concept imagery here:
<https://www.kickstarter.com/projects/andrewvanbaal/jo-and-joe-a-weird-western>

Sheet1

JO & JOE budget - two-week shoot (12 days)

CAST

Joanna	3000
Joseph	1500
Ward	1000
Doc	750
Pearl	500
Supporting Actors/Extras	1000

CREW

Director/Producer	in-kind
Director of Photography	3000
1st AC	1800
Gaffer	1800
Sound Mixer	3000
PA(s)	1200
Wardrobe Stylist	1800
Hair and Makeup Artist	1800

CAMERA EQUIPMENT	in-kind
-------------------------	---------

WARDROBE	1000
-----------------	------

PROPS	850
--------------	-----

LOCATIONS	in-kind
------------------	---------

INSURANCE	1500
------------------	------

FOOD	2500
-------------	------

TRANSPORTATION AND ACCOMODATION	2000
--	------

SOUND DESIGN & MIX	10000
-------------------------------	-------

COLOR CORRECTION	5000
-------------------------	------

MISC EXPENSES	5000
----------------------	------

Legal and SAG fees, DCP, festival submissions, etc.

TOTAL	50000
--------------	-------

ANDREW VAN BAAL

Filmmaker

2 Naco Rd., Unit A | Bisbee, AZ 85603
323.559.1097 | andrewvanbaal@gmail.com
<https://andrewvanbaal.onfabrik.com/>

BIO

Andrew van Baal is an independent filmmaker known for his work with critically acclaimed artists and entertainers. As a writer, director, and editor he's committed to telling unique stories with a distinctive, eclectic style that spans (and sometimes combines) narrative, documentary, and music video forms.

WORKS (SELECTED)

Jo & Joe (Narrative Feature Film – in Development)

Director / Writer / Producer / Editor

2026

A “Weird Western” inspired by ghost towns of the Southwest and a vision for a new kind of Western that offers a more diverse and imaginative version of the genre than Hollywood has. Currently in pre-production, shooting fall 2026 in Southern Arizona.

Feliz Año Tijuana (Narrative Feature Film)

Director / Writer / Producer / Cinematographer / Editor

2018

A chance encounter with a former student in Tijuana on New Year's Eve leads to an emotionally turbulent night for a professor who's at a crossroads in his life. Starring Luis Devezé, Kristine Veta, and Alejandro Edda.

Distributed by Strand Releasing

Largo (Documentary Feature Film)

Director / Cinematographer / Editor

2008

A concert film comprised of live music and comedy performances that happened at Los Angeles' legendary venue Largo just before it moved in 2008. Featuring performances by Fiona Apple, Zach Galifianakis, John C. Reilly, and many more.

SCREENINGS & FESTIVALS (SELECTED)

Feliz Año Tijuana — AMC Theatres (Theatrical Release), Los Angeles & San Diego, CA, 2019

Feliz Año Tijuana — Egyptian Theatre/American Cinematheque, Los Angeles, CA, 2018

Feliz Año Tijuana — San Diego Latino Film Festival, San Diego, CA, 2018

Feliz Año Tijuana — Gene Siskel Film Center, Chicago, IL, 2018

Largo — The Times BFI London Film Festival, London, UK, 2008

Largo — Los Angeles Film Festival, Los Angeles, CA, 2008

Largo — Vancouver International Film Festival, Vancouver, BC, 2008

Largo — Austin Film Festival, Austin, TX, 2008

AWARDS & HONORS

Best Microbudget Feature Film — Almaty Indie Film Festival, Almaty, Kazakhstan, 2019

Music & Film Golden Athena — Athens International Film Festival, Athens, Greece, 2008

Best Documentary Feature (Nominated) — Los Angeles Film Festival, Los Angeles, CA, 2008

RELATED PROFESSIONAL EXPERIENCE

20+ years of professional experience working as a director, producer, videographer, and editor on a wide variety of content (narrative films, documentaries, music videos, concerts, live events, and more) for clients including the New York Times, the Los Angeles County Museum of Art, the Norton Simon Museum, and BMG and ANTI- Records, among many others. My work has been featured in Rolling Stone, The New Yorker, Variety, and the Hollywood Reporter and screened theatrically all over the world.

PROJECT DEVELOPMENT

Jo & Joe — Narrative Feature Film

Lead Artist (Director / Writer / Producer)

Development supported through independent fundraising:

<https://www.kickstarter.com/projects/andrewvanbaal/jo-and-joe-a-weird-western>

COMMUNITY & COLLABORATION

Collaborates with regional artists and performers across the Southwest

Engages nontraditional actors and local communities in film production processes

Develops projects rooted in regional identity, scenes, and landscapes

PRESS (SELECTED)

[Feliz Año Tijuana review in the Los Angeles Times, 2018](#)

[Jade Jackson “Finish Line” Music Video Premiere in Rolling Stone, 2017](#)

[Tom Brosseau “Roll Along” Music Video Premiere in the New York Times, 2015](#)

[Largo review in Variety, 2008](#)

[Largo review in the Hollywood Reporter, 2008](#)

[Interview with Andrew van Baal, Indiewire, 2008](#)

[Interview with Andrew van Baal, Directors Notes, 2008](#)

EDUCATION

B.S. in Television, Film and New Media Production — San Diego State University, 2002



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: May 19, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: May 8, 2026

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of the Recommendation from the Bisbee Arts Commission to Fund a Grant Application for Joe Barron in the amount of \$398.00 from the Bisbee Arts Commission Fund.

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the funding of the grant application for Joe Barron in the amount of \$398.00 from the Bisbee Arts Commission Fund.

DISCUSSION:

At the May 4, 2026, meeting of the Bisbee Arts Commission, the Commission unanimously approved a recommendation to the City Council to fund \$398.00 of Joe Barron's Axillary Audio Gear for Live Music Sessions Promoting Bisbee Artists.

FISCAL IMPACT: \$398.00

DEPARTMENT LINE-ITEM ACCOUNT: 42-40-10530

BALANCE IN LINE ITEM IF APPROVED: \$12.00

Prepared by:

Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Clerk

Dear Arts Commission,

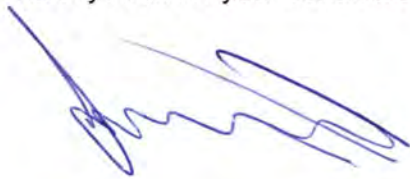
My name is Joe Barron and I have been a resident of Bisbee for 4 years. I came here originally for my job where I work as a biologist at two local wildlife refuges keeping the biodiversity of Cochise County alive and well. I have applied to many scientific grants in the past, but this is the first arts grant I have ever applied for, something I never thought I would do prior to moving to this amazing little mountain community.

Bisbee is such a unique town for not just how vibrant the arts are, but how inclusive the artistic community is. Everyone in this town, no matter their background, is encouraged to support and participate in the arts. I never had thought of myself being within an artistic community before, but here in Bisbee its so exciting to explore myself and my passions outside science. Over the past two years, I have been learning how to mix live and recorded music through other community members such as Raya Schweitzer, Shawnee Hicks and Matt Decosta. Through their mentorship, I have found my own place in the community as a live sound engineer. I currently work as one of the live sound engineers for The Grand and do technical work for the Bisbee Radio Project Inc. in a paid capacity. I also volunteer my services to non profits, such as when I worked sound for the Warren Ballpark's 'Christmas Classic' and do short term gigs such as running a 'live stream venue' for Sidepony Music Festival where we streamed 24 music groups over social media to several thousand (cumulative) viewers.

Besides my consistent work, I am most known for being the audio engineer for 'Live from Studio B', a monthly live music showcase on KBRP radio and their associated social media platforms. One thing I immediately noticed about the music scene here is there is a plethora of artists in Bisbee without any recordings. Time in a studio may be unattainable for many artists for a variety of reasons. As many musicians know too, recording in a live venue can also present issues, so it becomes challenging for them to share their music and connect with friends, family and other potential fans outside of town. I am incredibly proud to provide 'Live from Studio B' as a completely free service. For each artist we work with, I provide hours of mixing and mastering work free of charge so that they have high quality audio posted online to share with those who live outside Bisbee, at least two recordings have also resulted in actual releases. By providing a platform for musical artists to share themselves and not worry about the minutiae of recording for online platforms I believe I have allowed the Bisbee musical scene to be more accessible to those who have yet to visit or local residents who are not able to attend live shows.

When I was volunteering for the Warren Ballpark Holiday Classic, I was working on connecting an accordion and violin to a PA system for the crowd to hear. When I connected both to my mixer, I was left with a noisy, dirty signal that undermined the performance of the artists. I realized that these instruments had passive pickups, and I am currently lacking active direct input (DI) boxes to accommodate them. This proposal seeks to fill this gap in my equipment. With two active DI boxes, I will be much better equipped to support artists in the city by allowing instruments with passive pickups to be recorded or put into a PA system.

Thank you all for your consideration and service you provide to the community,





Joe Barron

Audio Engineer

OBJECTIVE

To continue to support the greater Bisbee music community through my skills as an audio engineer.

RELEVANT EXPERIENCE

Technical Intern, 2025 – Present
Bisbee Radio Project, Inc.

- Working on drafting technical manuals concerning the troubleshooting and maintenance of broadcasting equipment
- Work live sound for events, serve as technical lead for all remote livestreams and broadcasts

Sound Tech, 2025 – Present
The Grand Hotel and Bar

- Work live sound for on a regular basis for the open jam on Wednesdays, and semi-regular concerts as requested.

PROJECTS

Producer, Live From Studio B (Ongoing)

- This project is a monthly artist showcase for the radio station that is broadcast monthly over FM and on the station's social media.
- As the producer I lead the technical aspects, especially related to the audio recording, mixing and mastering.

LiveStream Engineer, Sidepony 12 (2025)

- For Sidepony 12, festival organizers decided to host a 'virtual venue' to be broadcast over social media.
- I served as the 'LiveStream' engineer, setting up the livestream, ensuring it was stable, and troubleshooting issues.

CREDITS

- | | |
|--|--|
| • Recording Engineer | • Mixing and Mastering |
| .1. Moramarco! Live on KBRP | .1. Amelia Doll – The Call. |
| .2. Shantih – Live on KBRP (In production) | .2. Shantih – Live on KBRP (In Production) |

CONTACT

Jcbarron1024@gmail.com
(703)-439-7629

EDUCATION

Master's Degree in Wildlife Science,
2021, Virginia Tech, Blacksburg, VA
Bachelor's Degree in Biology,
2017, Cornell University, Ithaca, NY

SKILLS

Audio Recording, Audio Mixing,
Audio Mastering, Livestreaming, FM
Radio Broadcasting, Networking,
Social Media, Technical Production



BISBEE ARTIST GRANT APPLICATION

Name of Applicant: *(If you are applying as a group or collective, please also list the contact's name)*

Joseph Barron

Phone Number:

7034397629

Email:

jcbarron1024@gmail.com

Mailing Address:

PO Box 874 Bisbee AZ

Name of Project:

Axillary Audio Gear for Live Music Sessions Promoting Bisbee Artists

Project Description:

I am an audio engineer in town most known for my monthly 'Live from Studio B' sessions. In these sessions I and other volunteers record audio and video of a local or touring artist to post on Youtube and social media completely free of charge to the artist. This showcases Bisbee's vibrant music scene and allows artists without the means to afford studio time to have some recordings that are of a high quality to grow their online presence. So far we have done almost a dozen artists and between social media and youtube we have gathered several thousand viewers.

One issue that has come up several times in my recordings has been the need for active direct input boxes. Many acoustic instruments have passive pickups that need active direct input boxes to properly capture sound. This has limited my ability to record acoustic bands and caused issues with the mixing of a few singer/songwriter acts. the purchase of two DI boxes would allow me to easily accommodate a range of instruments into these local artist show cases.

In addition to my work with the 'Live From Studio B' project, I have also provided volunteer sound engineering at non-profit events, such as the Warren Ballbark Christmas Classic, and these DI boxes would further enhance my ability to help these events.

Amount Requested: *(Grants to applicants range from a minimum of \$100 to a maximum of \$500)*

\$398

Project Cost

What is the total projected cost of the activity?

This proposal covers a needed equipment gap in ongoing projects. Current cumulative cost of 'Live from studio B' is around 6300\$. Current personal live music equipment cost is around 900\$.

What is the proposed use of the grant funds?

This grant will allow me to purchase needed equipment to properly record instruments with passive pickups, allowing me to work with more local artists to showcase them via the radio, Youtube and other social medias.

Location of project or activity

Are you a resident of the City of Bisbee, Arizona? *(We ask this for our own reporting. City residency is not required for consideration, but funded project must take place or be shown within city limits.)*
Yes.

Activity Dates

When will your project take place? *(Supported activities should take place in the current year, although they can extend.)*

Live from Studio B is an ongoing monthly project. Other volunteer live music events are done as I am requested by the organizers.

Local Community Impact

In what ways do you think this project could have an impact on the local community?

Many Bisbee artists and musicians lack any sort of recorded material accessible online. Through 'Live from Studio B' we have published 10 full sets of original Bisbee music that has been digitally mixed and mastered at no cost to them. This allows them to grow their audience as well as spotlight Bisbee's vibrant community music scene.

Are other artists involved? *(If there are other artists involved in your project in a meaningful way, please list them below and explain briefly how they are involved.)*

Several volunteers work with me on other aspects of Live from Studio B. Elizabeth Vann does the video shooting, editing and lighting. Mathew Strobel does still photos. Occasionally I will ask other artists to come in to help with interviews or accompany solo musicians.

If you are applying on behalf of an artist collective or group, please provide the names and artistic disciplines for others in the group.

Not applicable.

Additional Information

What other details about the project and your request for grant funding would you like the review panelists to know?

While 'Live from Studio B' is done through Bisbee Radio Project Inc. I am applying for this grant as an individual so that I may use the equipment for projects outside of the radio, such as when I volunteer to help with community events as a live music technician.

Upon request, I agree to provide the City of Bisbee with a full accounting of the funds received, including receipts, cancelled checks and other documents suitable for proof of payment.

I agree to complete the project for which funds are requested within 1 year of notice of award.

I will provide a written, final report to the City of Bisbee within 30 days of completion of the project.

I agree that if funds are not used for the stated purpose and within 1 year of award, they will be returned to the BAC.

Funds received may be subject to 1099 tax reporting requirements.

Joseph Barron

Typed or Printed Name



Signature

April 12, 2026

Date

Item Description	Total Cost	Amount from BAC	Amount from Other Sources	Source
Equipment	6700	400	6050	
Digital Mixer and Recorder	1400	0	1400	Bisbee Radio Project Inc.
Audio Software and Plugins	600	0	600	Self
Microphones	600	0	600	Bisbee Radio Project Inc.
Cables	150	0	150	Bisbee Radio Project Inc.
Mic Stands	250	0	250	Self, Bisbee Radio Project Inc.
Cameras	1200	0	1200	Legacy Foundation
Lighting	200	0	200	Bisbee Radio Proj. Inc
Direct Input Boxes	550	400	150	Bisbee Radio Proj. Inc
Monitoring Equipment (speakers and headphones)	1600	0	1500	Self, Bisbee Radio Project Inc.
Miscellaneous data cables and memory cards	150	0	0	Bisbee Radio Project Inc.
Artist Fees	0	0	0	
Space Rental	0	0	0	
Marketing	0	0	0	
Total	6700	400	6050	

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 19, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: 5/6/2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of a Subaward Agreement between Cochise County Department of Development Services and the City of Bisbee in the amount of \$150,000. To be used for environmental remediation and clean-up for 30 Main Street Bisbee, AZ.

FROM: Melissa Hartman, City Planner

RECOMMENDATION: Approve

PROPOSED MOTION: I move, that we approve the Subgrant Agreement between Cochise County and the City of Bisbee, in the amount of \$150,000. To be used for environmental remediation and clean-up for 30 Main Street Bisbee Arizona.

DISCUSSION:

After a lengthy wait, and final compliance of reporting to the County on the needed documentation for eligibility Brownfield funds for the clean -up at 30 Main. The funds were approved by the EPA for use of BRFL fund for this site. We will next enter into an RFP process for contractors that are qualified to do this specific clean-up indicated by the EPA.

FISCAL IMPACT: \$150,000.**DEPARTMENT LINE-ITEM ACCOUNT:****BALANCE IN LINE ITEM IF APPROVED:**

Prepared by: Melissa Williams, for
Melissa Hartman,
City Planner

Reviewed by: Ashlee Coronado
Ashlee Coronado,
Interim City Manager

Cochise County BRLF Subgrant Agreement

SUBAWARD AGREEMENT BETWEEN COCHISE COUNTY DEPARTMENT OF DEVELOPMENT SERVICES AND THE CITY OF BISBEE

This Subaward Agreement (hereinafter referred to as the Subaward Agreement or Agreement) is made between the Cochise County Development Services Department (CCDSD) and the City of Bisbee, UEI number: LMH1JE4K3D61, regarding a subgrant in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) through CCDSD's Brownfields Revolving Loan Fund (BRLF) for the project known as 30 Main Street which is located at this address and which will primarily consist of removing asbestos-containing materials in the building's remaining walls, wall cavities, crawlspace, and exterior. Subgrantee owns the property at 30 Main Street, Bisbee, AZ (APN: 103-621-63. The CCDSD is a recipient of the United States Environmental Protection Agency's (EPA) BRLF grant (FAIN: 98T70801; 8/2/2023), which authorizes the use of BRLF federal funds for the environmental remediation and/or cleanup of contaminated properties within Cochise County. This Agreement provides the framework under which the project will be executed.

1. STATUTORY AUTHORITY AND EFFECTIVE DATE

This Agreement is authorized pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Sections 104(k)(2), 104(k)(3), 104(k)(4), and 104(k)(5)(E), and other applicable federal statutes, regulations, and policies. It becomes effective when executed by both parties and will continue for one (1) year unless extended by mutual agreement. Any project that extends beyond one year will require a written amendment.

2. SUBGRANT FUNDS AND ELIGIBILITY

The County hereby agrees to subgrant to the Subgrantee the sum of \$150,000 to be used for the purpose described in this agreement. Subgrant funds will be used for environmental remediation and cleanup pursuant to CERCLA Section 101(39). Both the site and the subgrantee have been confirmed eligible as follows:

- The site qualifies as a **Brownfield site** under CERCLA 101(39).
- The subgrantee is not a **Potentially Responsible Party (PRP)** and has no affiliation with a PRP.
- CCDSD has checked the **SAM exclusion list** and confirmed that the subgrantee is eligible to receive federal funds. All eligibility determinations have been submitted to the EPA.

Subgrant funds will be provided on a **reimbursement basis** for all allowable expenses as detailed in the Statement of Work (SOW). The subgrantee must submit proof of completed work, along with contractor invoices, for reimbursement. The subgrantee is responsible for costs that exceed the subgrant amount.

3. ENVIRONMENTAL CLEANUP SERVICES

The subgrantee submitted a **Statement of Interest** to CCDSD for the remediation of the site located at 30 Main Street, Cochise County. The EPA has approved the use of BRLF funds for this site. The subgrant will be made available for the cleanup of the property, subject to the terms and conditions of this Agreement, the Davis Bacon and Related Acts, Build America, Buy America, as applicable, additional federal and state regulations, and the Statement of Work. The summary of the services to be provided are included in Appendix A and are a binding part of this Agreement.

4. NATIONAL HISTORIC PRESERVATION ACT (NHPA) COMPLIANCE

To ensure compliance with the **National Historic Preservation Act (NHPA)**, the subgrantee must:

- Assist CCDSD in consulting with the **State Historic Preservation Office (SHPO)** and/or **Tribal Historic Preservation Office (THPO)** as required.
- Submit any documents needed to ensure that the project complies with NHPA before any work begins on the site.

5. RESPONSIBILITIES OF THE SUBGRANTEE

The subgrantee agrees to the following responsibilities:

- a) **Adhere to the Statement of Work** and submit regular updates to CCDSD.
- b) **Oversee the project** or hire an environmental consultant to oversee the remediation process.
- c) **Maintain a unique entity identifier (UEI)** by maintaining an active registration in the **System for Award Management (SAM)** at SAM.gov.
- d) Establish an **Administrative Record** for the property, making documents available to the public, as required.
- e) Develop a **Community Involvement Plan** and submit it to CCDSD for approval. Subgrantee prepares a Community Involvement Plan (CIP) for involving and informing the affected community. The CIP summarizes the community involvement activities conducted to date and identifies how the community will continue to be involved and informed throughout the cleanup process, including the opportunity to comment on the ABCA for the Project. The CIP also identifies the location of the administrative record for the Project.
- f) Submit **photographs** of the property as requested.
- g) Submit a **Quality Assurance Project Plan (QAPP)** to CCDSD for approval. No work may commence until the QAPP is approved by the EPA.
- h) Submit an **Analysis of Brownfield Cleanup Alternatives (ABCA)** for review and approval by CCDSD. The Subgrantee agrees to prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) which will include information about the Property and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.), cleanup standards, applicable laws, alternatives considered, the proposed cleanup and an itemized budget. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based upon this analysis.
- i) Advertise the public notice for a **30-day public comment period** after ABCA approval and respond to any comments received.
- j) The **formal bid process** is required. Submit requests for **competitive bids** for the project, adhering to the Procurement Standards and receiving approval from CCDSD before soliciting bids. Federal (2 CFR Part 200 Subpart D) and County procurement rules apply to the subgrantee and the subgrantee must follow these including Davis Bacon and related Acts and Build American, Buy American.
- k) Submit **reimbursement requests** with cover letters and supporting invoices. Costs must be necessary, allowable, allocable, and reasonable.
- l) Ensure **no work begins without CCDSD's approval**.
- m) Retain **fee simple title** to the property during the project.
- n) **Provide project plans, specifications, and remedial activities** to CCDSD as they become available during remediation.
- o) Perform **continued operations and maintenance** as necessary for the protection of all remedies at the site.

6. REPORTING AND DOCUMENTATION

The subgrantee is required to:

- Establish an **Administrative Record** for all project documents which are available locally to the public during normal business hours.
- Provide **access to its records** to Cochise County and authorized federal officials upon request during the retention period.
- **Maintain records** in compliance with **2 CFR 200.334**, ensuring access for inspection and audits for three years after the final financial report or longer if there is a dispute or EPA requires a longer time period.
- Submit **quarterly reports** on the progress of the project, use of funds, and compliance with applicable standards.
- Adhere to **Code of Federal Regulations** ensuring the subgrant terms comply with EPA's General Term and Condition "Establishing and Managing Subawards." Compliance with the Code of Federal Regulations Procurement Standards is also required.
- Require that all contractors and subcontractors undertaking cleanup activities funded by the subgrant prepare a **Health & Safety Plan**.
- If environmental data and analysis will be collected as part of the brownfield cleanup (i.e. limited characterization to confirm the effectiveness of the proposed cleanup design, cleanup verification sampling), submit a **Quality Assurance Project Plan** to Cochise County and a notice of appropriate EPA and/or State Response Program review, and receive approval from Cochise County before beginning the sampling.

7. INDEMNIFICATION

Subgrantee shall indemnify, defend, and hold harmless Cochise County, its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses, including attorney fees, arising out of or related to the Subgrantee's performance of this Agreement, including but not limited to environmental contamination, personal injury, property damage, or violation of any law.

8. INSURANCE

Subgrantee shall procure and maintain, at its own expense, commercial general liability, pollution liability, and workers' compensation insurance in amounts acceptable to Cochise County, and shall name Cochise County as an additional insured. Proof of such coverage shall be provided prior to commencement of any work.

9. STATE VOLUNTARY CLEANUP PROGRAM (VCP)

Where applicable, the subgrantee must enter the appropriate **State Voluntary Cleanup Program (VCP)** or equivalent response program to ensure that the proposed cleanup is protective of human health and the environment. Documentation of enrollment must be submitted to CCDS.

10. DECISION DOCUMENT AND PUBLIC COMMENT

Upon completion of the public comment period, the subgrantee must issue a **decision document** that includes responses to public comments and details any changes to the cleanup plan. This document must be submitted to CCDSD for concurrence before the project can proceed.

11. REIMBURSEMENT

Subgrant funds will be disbursed on a reimbursement basis. Reimbursements will be made upon validation that the subgrantee's expenses are eligible and comply with the Agreement.

12. UNAUTHORIZED OBLIGATIONS

The subgrantee does not have authority to obligate CCDSD for any payments not specified in this Agreement or for ineligible uses of the funds. The subgrantee is responsible for cleanup costs that exceed the subgrant amount.

13. ACCESS TO PROPERTY

The subgrantee must provide CCDSD and its designated representatives access to the property during the performance period of this Agreement for inspection or auditing purposes.

14. PUBLIC INFORMATION

The subgrantee is responsible for ensuring public awareness of the project and must acknowledge the EPA and CCDSD in all project-related communications. If public signage is used, it must comply with EPA specifications and be visible to the public, noting that the project was funded by EPA.

15. ENVIRONMENTAL INSURANCE

The subgrantee may use a portion of the subgrant funds to purchase **environmental insurance**, but the funds cannot be used for ineligible types of insurance.

16. TERMINATION

This Agreement is contingent on funding and may be terminated by either party with **60 days written notice**. Termination will be without penalty if funding is unavailable.

17. FORCE MAJEURE

In the event of unforeseen circumstances such as acts of God or emergencies beyond the control of the subgrantee, delays will not constitute a breach of this Agreement. However, the subgrantee must make reasonable efforts to complete the project in a timely manner.

18. NO AGENCY RELATIONSHIP

Nothing in this Agreement shall be construed to create an agency relationship or to grant Cochise County control over the means, methods, or manner of the Subgrantee's work. The Subgrantee retains sole responsibility for all cleanup activities and site conditions.

In witness hereof, the parties hereto have caused this Agreement to be executed in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives hereunto duly authorized) as of the day and year first written above.

Grantee
Grantee:

City of Bisbee

Signature

Date

Grantor

Cochise County Department of Development Services

Grantor:

Signature

Date

APPENDIX A

STATEMENT OF WORK

1. The asbestos containing materials will be abated before the building is remodeled, refurbished, or demolition activities occur.
2. All work must be conducted in accordance with OSHA Asbestos Construction Standard and conducted by a licensed asbestos contractor.
3. Asbestos containing materials will be removed in the building's surviving rooms, walls, cavities, crawlspace, and exterior in accordance with US EPA NESHAP, 40 CFR Part 61. If the entire area of a particular ACM is not affected by renovation, refurbishing, or demolition activities, spot abatement or removal of the material could be completed.
4. Contaminated materials will be placed in dumpsters on site and removed in accordance with regulations.
5. An air quality manager will oversee the site regarding air quality issues during construction.



AGENDA ITEM NUMBER 11

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: May 19, 2025

☒ Regular ☐ Special

DATE ACTION SUBMITTED: May 11, 2025

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:

RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and possible approval of a change order with Poster Mirto McDonald for commercial kitchen design consulting in the amount of \$3,864.68

FROM: Mike Normand, Construction Project Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve Change Order #6 with Poster Mirto McDonald in the amount of \$3,864.68 to support the commercial kitchen development at Camp Naco.

DISCUSSION

The following change order is requested to support the addition of a kitchen sub-consultant for Building A-3 as part of the ongoing Camp Naco rehabilitation project. The proposed scope includes schematic design, design development, construction documents, and limited construction administration services related to the commercial kitchen layout and utility coordination.

This work will help ensure that the planned kitchen facilities are designed to meet applicable health and operational requirements while supporting the intended use of the space for community events, educational programming, and catered functions. The additional consultant coordination will also assist the project team in integrating specialized kitchen equipment and utility requirements into the broader architectural and engineering plans for A-3.

FISCAL IMPACT: The full amount of \$3,864.68 will be reimbursed from the National Park Service grant funds awarded for the rehabilitation of Camp Naco.

DEPARTMENT LINE-ITEM ACCOUNT: 19-50-31000

BALANCE IN LINE ITEM IF APPROVED: \$72,654.46

Prepared by:

M.E. Normand

Mike Normand
Construction Project Manager

Reviewed by:

Ashlee Coronado

Ashlee Coronado
Interim City Manager



POSTER
MIRTO
McDONALD
ARCHITECTURE
PLANNING
PRESERVATION

OWNER:	City of Bisbee 76 Erie Street Bisbee, AZ 85603	CO No.:	6
		CO Date:	5/5/2026
ARCHITECT	Poster Mirto McDonald, Inc 317 N. Court Ave Tucson, AZ 85701	Contract Date:	1/2/2024
PROJECT:	A & E Design Services for Camp Naco	PMM Job No.	#1716
SCOPE OF CHANGE:	Add Kitchen Sub-Consultant for A-3		
	Schematic Design	\$	1,400.00
	Design Development	\$	1,400.00
	Construction Documents	\$	525.00
	Construction Administration	\$	175.00
		\$	3,500.00
	PMM additional scope, coordination with Kitchen Consultant		
	Drew Cook 4 hours @ \$91.17	\$	364.68
	Total Change Order #6		\$ 3,864.68
ORIGINAL CONTRACT:			\$ 399,801.00
PREVIOUS CHANGE ORDER #1 (Architectural documentation)			\$ 19,703.00
CHANGE ORDER #2 (flagpoles)			\$ 6,187.33
CHANGE ORDER #3 (A-8 Turnkey)			\$ 11,777.44
CHANGE ORDER #4 (A-2 and A-3 Turnkey)			\$ 29,655.24
CHANGE ORDER #5, (Bathroom changes to A-8)			\$ 6,300.30
THIS CHANGE ORDER #6, (Kitchen Sub-Consultant)			\$ 3,864.68
REVISED CONTRACT AMOUNT:			\$ 477,288.99

Approved: Corky Poster, Principal, PMM

2/3/2026



CULINARY DESIGN CONCEPTS, LLC.

2639 E. Chambers Street
Phoenix, AZ. 85040

v (602) 266-7333 fx (602) 276-5698

Date: April 8, 2026

PMM Poster Mirto McDonald
(520) 349-8436
Attn: Drew Cook – Project Architect
Email: acook@pmm.design

Design Proposal – Camp Naco Bisbee, Arizona

Drew,

You asked me to provide you with a proposal for our design services for your project, the new Camp Naco commercial kitchen in Bisbee, Arizona. We are pleased to serve you, and should there be any questions concerning the following proposal, please do not hesitate to contact us. Our seasoned team of design professionals has been providing quality design services for many years and is dedicated to turning the client's vision into reality. We focus on achieving proper flow and function within the guidelines and budgets established for the project. Our services are performed with the latest CADD technology, coordinating all aspects with the other architectural, Engineering, and Interior Design departments. Our designs are reviewed for compliance with all applicable Health Department codes, and we utilize many of the new and unique products in the industry. We will provide solid and functional designs with strict deadlines and budgets.

Project Scope:

The scope of the project is to provide design and consulting services for the Camp Naco commercial kitchen, Phase I, W. Newell Street, Bisbee, Arizona 85603. The site is an existing historic building with approximately 695 SF of foodservice-specific space. This project is funded by a non-profit organization, and the facility will be used as an amenity to the community and for various events and social functions. The facility will not be in operation on a typical daily basis but will provide support and a staging area for various caterers that will host events. There will likely be a few larger events each year that may include outdoor entertainment. Out of the approximately 80 staff members, only about 25 would be on campus at a given time; many will be out in the field. Design Concepts will allocate the proper refrigerated and dry storage, prep, warewashing, and other support equipment required. We will also see that the facility will have the required equipment per the Health Department guidelines, based on the facility's classification.

The attached fee is based on the information listed above, the drawings submitted to me on March 13, 2026, discussions with you, and our experience with many similar projects.

CDC does not provide consulting services related to Architectural Plans, Plumbing, Electrical, and Mechanical Engineering, or kitchen smallwares (pots, pans, silverware, etc.).

I am submitting a phased proposal with the phases listed in the order they would normally be accomplished, with a Fee stated separately for each phase. My design services will consist of the following three phases:

1.0 Schematic Design Phase

- 1.1 Upon acceptance of the service proposal, Culinary Design Concepts shall further develop and finalize the preliminary design documents furnished to us and make any necessary adjustments.
- 1.2 Culinary Design Concepts Services:
 - Ascertain project-specific information for this project (targeted sales, site conditions, etc.)

- Review the approved conceptual plan for proper space allocation and flow
- Review & Coordination with the Architect and Operations
- Prepare Foodservice Equipment Floor Plan
- Review & Coordination with the client's Culinary Director
- Refine Foodservice Equipment Plan as required by the Client and Architect

1.3 Culinary Design Concepts Deliverables:

- Proposed Foodservice Equipment Floor Plan(s)
- FS-1.0 Foodservice Itemized Equipment Plan

2.0 Design Development Phase

2.1 Upon authorization to proceed with Design Development Documents, the Consultant shall provide the following drawings and documents for approval.

2.2 Consultant Deliverables:

- FS-1.0 Foodservice Equipment Floor Plan
- FS-2.0 Foodservice Equipment Schedule
- FS-3.0 Electrical Rough-in Plan – (Dimensioned)
- FS-4.0 Plumbing Rough-in Plan – (Dimensioned)
- FS-5.0 Mechanical / Ventilation & Refrigeration Plan/ Soda Line Conduit locations
Coordination w/ Captive-Aire Hood manufacturer, Exhaust Hood Shop Drawings will be included in the foodservice set.

2.3 Consultant Services:

- Review project information and the Architect's Floor Plan to communicate any concerns, make recommendations, or request additional information.
- Prepare Foodservice Equipment Floor Plan in coordination with the client.
- Review the approved plan against the existing equipment survey to reuse appropriate equipment.

3.0 Construction Documents Phase / FS Utility Rough-ins

3.1 Once the Design Development phase has been completed, plans are developed indicating the mechanical, electrical, plumbing, and building conditions requirements for the food service equipment. These plans indicate the size and height of each utility required to support the kitchen equipment to be used by the engineers to develop their documents.

3.2 Consultant Deliverables:

- FS-6.0 Special Building Conditions Plan
- FS-7.0 Equipment Elevations
- FS-8.0 Equipment Elevations & Details
- FS Equipment Specifications Section 11400
- Plumbing and Electrical rough-in plans will be dimensioned. Exhaust hood shop drawings will be included in the foodservice set. CDC will locate and dimension the soda conduit locations on the special conditions plan.

3.3 Consultant Services:

- Develop FS Permit Documents, drawings, and equipment cut-sheet manual for Health Department Submittal.
- Permit submittal documents shall be modified as required to address comments and corrections made during the plan check and permit process by the building and health department.
- Issue Foodservice Construction Documents to the Client
- Coordinate between Owner and Architect

4.0 Coordination / Construction Administration Phase

4.1 Consultant (Bid Coordination) Services:

- Culinary Design Concepts will distribute one complete set of Bid / Construction Documents to the Architect.
- Provide information and clarification of equipment requirements or RFI from the KEC needed to complete their proposal.

4.2 Culinary Design Concepts (Submittal Review & Punch) Services:

- Review Custom Fabrication Shop Drawing and other Submittals as required
- Respond to Contractor RFI and Clarifications

4.3 Culinary Design Concepts (Submittal Review & Punch) Deliverables:

- Redline Submittals of Custom S/S Shop Drawings to Architect
- Final project punch list/inspection only upon request.
- Site trips are provided only after authorization.

Design Fees:

Plesher Design proposes to accomplish the aforementioned services for a minimum fixed fee based on the following stages of completion:

Basic Services		Fees
1.0	Schematic Design	\$1,400.00
2.0	Design Development	\$1,400.00
3.0	Construction Documents	\$ 525.00
4.0	Construction Administration	175.00
Total		\$3,500.00

Billings

Each Phase will be invoiced at the start of that phase. Invoices will typically be issued on or around the 1st of the month and are payable within 30 days.

Reimbursable Expenses

The Client will reimburse the Consultant for all actual expenditures made in the interest of the project for the incidental expenses apart from the fee set forth, including Printing and Plotting, Xerox Copies, Delivery Services, Postage, Express Mail, Binders, CD and Disks, Mileage, Travel Expenses, and Parking. All Expenses will be invoiced monthly at cost plus a 10% administrative markup.

Chargeable Revisions

In addition to the fees for services listed above, you agree to reimburse Culinary Design Concepts \$100 an hour for time spent on any revisions resulting from changes to work previously approved and authorized by you.

Carrying Costs

Invoices are due and payable upon receipt. To cover the costs of carrying receivables for more than forty-five (45) days after receipt of our invoice, the Architect agrees to pay a charge of 1 ½% per month on any portion of your account remaining unpaid. If it becomes necessary to refer your account to an attorney for collections, by signing this agreement/contract, the Architect agrees to pay the attorney's reasonable fees for such work as well as any litigation costs.

Limited Liability

Consultant's total liability to Architect under this agreement for damages, cost, and expenses shall not exceed the Consultant's compensation for the specific project.

Project Cancellation/Termination

The Consultant recognizes your right to cancel the project or terminate this contract at any time. However, if this project is canceled or postponed for more than ninety (90) days, or this contract is terminated, the Client agrees to pay the Consultant in full for services performed to the termination date, plus reimbursable expenses.

If you are in agreement with the terms listed above and would like to engage in this agreement, please indicate by executing the below and emailing it back to bplesher@culinarydesignconcepts.com

CONSULTANT:

Date:



April 8, 2026

(Signature)

CONSENT OF ACCEPTANCE

THE UNDERSIGNED DOES HEREBY CONSENT AND ACCEPT THE TERMS AND CONDITIONS SET FORTH ABOVE AND AGREES TO BE BOUND HEREIN.

For bid support services only

NAME

DATE

TITLE

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 05/19/2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: 05/05/2026REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: Discussion and possible approval of a new 60-month lease agreement between the Bisbee Police Department and RICOH USA, Inc. for the acquisition of two upgraded intelligent-series copier/fax machines. These units will replace the department's current leased machines, which have become obsolete.

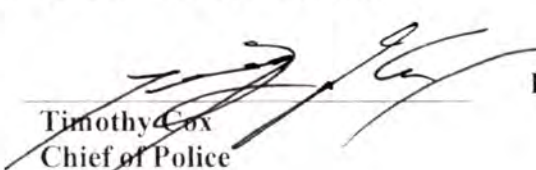
FROM: Timothy Cox, Chief of Police**RECOMMENDATION:** Recommend Approval.

PROPOSED MOTION: I move to approve a new 60-month lease agreement between the Bisbee Police Department and RICOH USA, Inc. for the acquisition of two upgraded intelligent-series copier/fax machines. These units will replace the department's current leased machines, which have become obsolete.

DISCUSSION: The department's current monthly lease payment for both machines is \$203.52. The proposed new lease would reduce the monthly payment to \$203.05, resulting in annual savings of \$5.64. The new agreement also includes parts, labor, and supplies (excluding paper, staples), providing comprehensive service coverage. RICOH USA Inc. is an approved State of Arizona contractor (Contract No. NASPO CTR 069920).

FISCAL IMPACT: \$203.05**DEPARTMENT LINE-ITEM ACCOUNT:** 1062-34000**BALANCE IN LINE ITEM IF APPROVED:**

Prepared by:


Timothy Cox
Chief of Police

Reviewed by:


Ashlee Coronado
Interim City Manager



Quote Document for

CITY OF BISBEE

Date: May 04,2026

ST OF AZ NASPO CTR 069920

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price \$</u>
1	RICOH IMC2510 COLOR 2-550 SHEET PAPER DRAWERS 10.1 COLOR TOUCH PANEL 220 SHEET SINGL PASS FEEDER FAX OPTION ESP XG-PCS-15D POWER FILTER 1 BIN TRAY INTERNAL SHIFT TRAY Gold service & supply plan includes all labor, parts, supplies 3,700 black copies. Overages @ 0.0082 Color copies @ 0.0551 each \$30.34	<u>103.99 per month</u>
1	RICOH IM460F BLACK TOUCH PANEL WALL MOUNT POWER FILTER 120V/15A PAPER FEED DRAWER FAX Gold service & supply plan includes all labor, parts, supplies 3,200 copies per month overages @ 0.0103 \$32.96	<u>35.76 per month</u>

60 month Lease of \$203.05 per month

SueAnn Spence
Sr Account Manager
sueann.spence@ricoh-usa.com
520-370-9551

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **May 19th, 2026**☒ **Regular** ☐ **Special****DATE ACTION SUBMITTED:** May 11th, 2026**REGULR** ☒ **CONSENT** ☐**TYPE OF ACTION:****RESOLUTION** ☒ **ORDINANCE** ☐ **FORMAL ACTION** ☐ **OTHER** ☐

Discussion and Possible Approval of Contract Amendment No. 1 with the Arizona Department of

SUBJECT: Corrections to increase inmate labor from a rate of \$.50/hr. to \$1.00/hr.**FROM:** **Matthew Gurney, Public Works Director****RECOMMENDATION:** **Approval****PROPOSED MOTION:** I move to approve Contract Amendment No. 1 with the Arizona Department of Corrections to increase inmate labor from a rate of \$.50/hr. to \$1.00/hr.

DISCUSSION: The City of Bisbee Public Works Department relies heavily on inmate labor provided through the Arizona Department of Corrections (ADOC) to support daily operations, maintenance activities, and special projects across multiple divisions. For FY25–26, the city proactively budgeted for a potential increase to the inmate labor pay rate; however, staff informed Council at the time that the increase would not be implemented unless a decline in inmate availability began to impact service levels.

Since November 2025, the number of inmates assigned to the city has decreased significantly. Crews that historically operated with 8–10 inmates have routinely been reduced to as few as 3–4. This reduction has limited the Department's ability to maintain productivity, complete scheduled work, and respond to unplanned operational needs. The decline coincides with the fact that inmates now have access to higher-paying work assignments with other municipalities and job sites, making it increasingly difficult for the City of Bisbee to retain reliable inmate labor.

In addition to reduced crew sizes, the city has experienced turnover among inmates who had become highly skilled and dependable in specific work roles across Public Works. Several inmates left for programs offering higher hourly pay, resulting in lost productivity and increased training demands for new participants.

To stabilize inmate labor availability and remain competitive with other jurisdictions, staff recommends approval of Contract Amendment No. 1 with ADOC to increase the hourly pay rate for inmate labor from **\$0.50/hour to \$1.00/hour**. This increase is already incorporated into the current adopted budget and will help ensure consistent staffing levels, protect operational capacity, and maintain continuity of essential public services.

FISCAL IMPACT: **\$1/HR****DEPARTMENT LINE-ITEM ACCOUNT:****BALANCE IN LINE ITEM IF APPROVED:****Prepared by:****Matthew Gurney**
Public Works Director**Reviewed by:****Ashlee Coronado,**
Interim City Manager

	Amendment No. 1 25-014-30 Landscaping, roadside cleanup, cemetery brush abatement - City of Bisbee	Arizona Department of Corrections, Rehabilitation & Reentry 701 E. Jefferson Street Phoenix, AZ 85034
---	---	--

This Contract, entered into between the City of Bisbee (Contractor), and the Arizona Department of Corrections, Rehabilitation, and Reentry (ADCRR), for and on behalf of its Arizona State Prison Complex – Douglas (ASPC-Douglas)(ADCRR, or Department), is amended as follows in accordance with Special Terms and Conditions Section 2.0:

1. Inmate compensation identified in Section 4 is modified as follows:

FROM:

4. Contractor shall pay ADCRR for inmate labor at the rate of fifty cents (\$.50) per hour for each inmate.

TO:

4. Contractor shall pay ADCRR for inmate labor at the rate of one dollar (\$1.00) per hour for each inmate.

2. Attachment 6, “Work Location” is revised and included in this Amendment 1.

All other terms and conditions of this Contract remain the same. **IN WITNESS WHEREOF**, the parties hereto agree to this Amendment.

CITY OF BISBEE

**ARIZONA DEPARTMENT OF
CORRECTIONS, REHABILITATION, AND
REENTRY**

Signature of Authorized Individual

Date

Signature of Authorized Individual

Date

Typed Name

Typed Name

Chief Procurement Officer

Typed Title

Typed Title

701 E. Jefferson St. Phoenix, AZ 85034

Typed Address

Typed Address

	Amendment No. 1 25-014-30 Landscaping, roadside cleanup, cemetery brush abatement - City of Bisbee	Arizona Department of Corrections, Rehabilitation & Reentry 701 E. Jefferson Street Phoenix, AZ 85034
---	---	--

Additional Signatures if Applicable

Signature Date	Signature Date
Typed Name	Typed Name
Typed Title	Typed Title



**Attachment #6
Work Location
No. 25-014-30**

Arizona Department of Corrections,
Rehabilitation & Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

Work Hours	Monday Through Friday 8:00am to 2:00pm, or as agreed upon in writing by Contractor and ASPC-Complex		
	Location	Preferred Number of Inmates	Supervision
As agreed upon by Contractor and ASPC-Complex	<u>City Garage:</u> 940 S Tovreaville Rd, Bisbee, Arizona, 85603 <u>City Hall</u> 118 Arizona St, Bisbee, Arizona 85603 <u>Queen Mine Tour:</u> 478 Dart Rd, Bisbee, Arizona, 85603	25	Contractor and ADCRR

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 19, 2026

☐ Regular ☒ SpecialDATE ACTION SUBMITTED: May 13, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Acceptance of the Resignation of Councilmember Lori Reynolds and Discussion and Recommendations for scheduling to fill this vacancy.

FROM: Ken Budge, Mayor

RECOMMENDATION: Accept the resignation

PROPOSED MOTION: I move that we accept the resignation of Councilmember Lori Reynolds.
I also move that we set a Council Meeting for _____, to appoint a replacement Councilmember for this position.

DISCUSSION:

On May 12, 2026 Councilmember Lori Reynolds submitted her resignation, effective June 1, 2026.

Pursuant to the City Charter Mayor and Council must formally accept the resignation of Lori Reynolds. This vacancy must then be filled within 31 days of this vacancy, but not less than 15 days from the date that the resignation is accepted. The newly appointed Council Member will serve until the election of a replacement Council Member at the 2028 election.

FISCAL IMPACT:**DEPARTMENT LINE-ITEM ACCOUNT:****BALANCE IN LINE ITEM IF APPROVED:**

Prepared by: Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
Interim City Manager



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: May 19, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 13, 2026REGULAR ☒ CONSENT ☐TYPE OF ACTION:
RESOLUTION ☒ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of Resolution R-26-14, Approving the transfer of funds in the amount of \$140,576.97 from the Capital Improvement funds back to the Bed Tax Fund.

FROM: Karen Schumacher, Councilmember Ward I
Mel Sowid, Councilmember Ward II

RECOMMENDATION: Approve Resolution

PROPOSED MOTION: I move to approve Resolution R-26-14, Approving the transfer of funds in the amount of \$140,576.97 from the Capital Improvement funds back to the Bed Tax Fund

DISCUSSION:

During the Fiscal Year 2025–2026 budget development process, the City Council reviewed and approved funding allocations for tourism-related capital improvements, including the transfer of \$140,576.97 from the Bed Tax Fund to the Capital Improvements Fund for the development of a new visitor center.

The visitor center project is no longer moving forward. As a result, the funds previously transferred are no longer needed for their original capital purpose.

This item requests Council approval to transfer \$140,576.97 from the Capital Improvements Fund back to the Bed Tax Fund so that the funds may be used for eligible tourism-related purposes consistent with their original intent.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Karen Schumacher
Karen Schumacher (May 13, 2026 11:06:05 PDT)
Karen Schumacher
Councilmember Ward IReviewed by: Ashlee Williams, for
Ashlee Coronado
Interim City ManagerMel Sowid
Mel Sowid (May 14, 2026 08:40:33 PDT)
Mel Sowid
Councilmember Ward II

RESOLUTION R-26-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, ARIZONA, APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$140,576.97 FROM THE CAPITAL IMPROVEMENTS FUND BACK TO THE BED TAX FUND FOLLOWING THE CANCELLATION OF THE VISITOR CENTER PROJECT.

WHEREAS, the City of Bisbee collects transient lodging taxes (“Bed Tax”) to support tourism-related programs, services, and capital projects; and

WHEREAS, during the Fiscal Year 2025–2026 budget development process, including discussion at the April 22, 2025, Mayor and Council Budget Work Session, the Mayor and Council reviewed and considered funding allocations for tourism-related capital projects;

WHEREAS, as part of the subsequently adopted Fiscal Year 2025–2026 Final Budget, the Mayor and Council approved expenditures and interfund allocations, including the transfer of One Hundred Forty Thousand Five Hundred Seventy-Six Dollars and Ninety-Seven Cents (\$140,576.97) from the Bed Tax Fund to the Capital Improvements Fund for the purpose of developing a new visitor center;

WHEREAS, the proposed visitor center project will no longer move forward; and

WHEREAS, the funds originally transferred are no longer needed for that capital purpose; and

WHEREAS, the Mayor and Council find it to be in the best interests of the City to return these funds to the Bed Tax Fund so they may be used for eligible tourism-related purposes consistent with their original intent.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Bisbee, Arizona, as follows:

1. **Approval of Fund Transfer:** The Mayor and Council hereby approve the transfer of **\$140,576.97** from the Capital Improvements Fund back to the Bed Tax Fund.
2. **Authorization:** The Finance Director is hereby authorized and directed to take all actions necessary to implement this Resolution, including any appropriate interfund transfers and budget adjustments in accordance with applicable laws and City policies.
3. **Severability:** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee, Arizona, County of Cochise, State of Arizona, this 19th day of May, 2026.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: May 19, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 14, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of an Agreement to Provide Service Pursuant to Cooperative Purchasing contract and GSA Statement of Work with CivicPlus, LLC for Doc Access Implementation accessibility services to support ADA website compliance.

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

PROPOSED MOTION: I move to approve an Agreement to Provide Service Pursuant to Cooperative Purchasing contract and GSA Statement of Work with CivicPlus, LLC for Doc Access Implementation accessibility services to support ADA website compliance.

DISCUSSION: The Americans with Disabilities Act (ADA) requires cities to ensure their digital content is accessible to all users. To maintain compliance and reduce risk, staff has identified the need for improved accessibility tools and monitoring on the City's website.

CivicPlus, the City's website provider, offers an integrated accessibility service through Doc Access, which provides continuous compliance monitoring, automated remediation, issue detection, reporting, and user accessibility assistance. This service will help ensure equitable access to City information, including public notices, agendas, records, and forms.

The attached Agreement and Statement of Work outlines the annual service scope and aligns with the City's existing CivicPlus contract, which is renewed each November 5. The city may cancel the service with 60 days' written notice prior to renewal.

The cost of the services is \$5,810.12 for the initial year, with annual renewal costs of \$3,998.80 thereafter, as set forth in the vendor's quote. The agreement also includes standard City contract provisions regarding conflict of interest, non-appropriation of funds, and application of the cooperative purchasing contract terms.

Approval of this service will help the City meet ADA digital accessibility standards, reduce compliance-related risk, and improve the online experience for residents with disabilities. Staff recommends approval.

FISCAL IMPACT: \$5,810.22 year 1 and \$3,998.80 each year after

DEPARTMENT LINE-ITEM ACCOUNT: 10-53-46531**BALANCE IN LINE ITEM IF APPROVED:** \$2,189.78

Prepared by:

Nina Williams
Nina Williams,
Deputy City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
Interim City Manager

**AGREEMENT TO PROVIDE SERVICE PURSUANT TO
A COOPERATIVE PURCHASING CONTRACT**

This Agreement is made and entered into this 19th day of May, 2026 (the "Effective Date"), by and between the City of Bisbee, Arizona, a municipal corporation (hereinafter the "City") and CivicPlus, LLC, a Kansas limited liability company (hereinafter the "Contractor"). The City and Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Contractor has contracted with the General Services Administration ("GSA") for various information technology services - Contract No. GS-35F-0124U (the "Cooperative Purchasing Contract"), attached hereto as **Exhibit "A"** and incorporated herein; and,

B. Pursuant to A.R.S. § 41-2631 et seq. and Bisbee City Code Section 3.5.9, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof; and,

C. The City and the Contractor desire to enter into this Agreement for the purpose of: (1) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (2) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the "Services").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Scope of Work.** Contractor shall provide the Services as described in the Statement of Work (the "Quote"), attached hereto as **Exhibit B**, and incorporated herein by reference, together with the Master Services Agreement. The Services consists of website consulting, project management, network consulting, programing and other IT related services. As used in this Agreement, all references in the Cooperative Purchasing Contract to the GSA shall mean the City of Bisbee, Arizona. Any conflict between the documents will be resolved in the following order: (1) this Agreement; (2) the Cooperative Purchasing Contract; (3) the Quote; and (4) the Master Services Agreement.

2. **Completion of Work.** The Contractor shall provide the Services within the time frame as provided in the Quote.

3. **Payment.** The Services cost is \$5,810.12 for the initial year and \$3,998.80 for annual renewals thereafter, as detailed in the Quote. Payment to the Contractor for the Services provided, shall be made in accordance with the terms set forth in the Cooperative Purchasing Contract and Quote.

4. **Terms of Cooperative Purchasing Contract Apply.** All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

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

7. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section. Notwithstanding the foregoing, in the event of termination due to non-appropriation, all unpaid invoices for work already completed shall become due immediately.

8. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

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

CITY OF BISBEE:

CONTRACTOR: CIVICPLUS, LLC

By: _____
Ken Budge, Mayor

By: _____
(Signature)

(Printed Name & Title)

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Pierce Coleman, PLLC, City Attorney
By: Joseph D. Estes

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- General Services Administration ("GSA") - Contract No. GS-35F-0124U

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title **Multiple Award Schedule**

For more information on ordering from Federal Supply Schedules go to the GSASchedules page at GSA.gov.

Contract Number: GS-35F-0124U

Contract period: December 12, 2007 – December 11, 2027

Contractor: CivicPlus, LLC

Contract Administrator: Kyle Karpowicz

Business Size: Other

Address: 302 S. 4th Street, Suite 500
Manhattan, KS 66502

Telephone: 888-228-2233

Facsimile: 785-587-8951

E-mail: karpowicz@civicplus.com

Website: www.civicplus.com

CUSTOMER INFORMATION:

1a. Table of awarded special item numbers:

54151S Information Technology Professional Services

1b. 54151S Information Technology Professional Services

Labor Category	GSA Hourly Rate with IFF
Website Consultant	\$149.01
Project Manager	\$135.86
Network Consultant	\$135.86
Wireless Network Technician	\$135.86
Programmer	\$131.48
Graphic Designer	\$109.57
Writer	\$109.57

Server and Network Technician	\$109.57
Trainer	\$109.57
PC Technician	\$89.41
Content Developer	\$80.64

1c. Description of Hourly Rates:

JOB TITLE: CONTENT DEVELOPER

Minimum/General Experience: Experience navigating the internet and with Microsoft Office, strong attention to detail, excellent writing skills to include spelling and grammar, ability to handle multiple projects at the same time.

Functional Responsibility: Content developers are responsible for the development and editing of nearly all text that is displayed on the websites we develop. This includes working with the clients to ensure that the most current and useful information is available in a clear and easy-to-read display. Developers must be able to meet deadlines and work self-sufficiently to complete the task assigned to them.

- Edit and/or develop web-based content for our government-based clientele
- Participate in Content Development department meetings to discuss new strategies / methods of content development
- Work with the Content Department Manager and Senior Content Developers to ensure that the information being developed is in accordance with client standards / desires
- Provide content recommendations and suggestions to Senior Content Developers per site
- Provide weekly summary of questions to Senior Content Developers to provide to client per project
- Track development of pages and supporting elements each week
- Be task-minded and complete projects by proposed deadlines

JOB TITLE: NETWORK CONSULTANT

Minimum/General Experience: 5 Years job-related.

Functional Responsibility: Network Consultants provide sound advice for present and future needs of a company regarding their servers, backup solutions, network equipment, PCs, and additional hardware and software. Consultant should be able to provide several options to each situation to give customers different options.

Minimum Education: Bachelor's Degree or Equivalent Experience

JOB TITLE: PC TECHNICIAN

Minimum/General Experience: 2- 3 Years job-related preferred.

Functional Responsibility: Technicians are responsible for installing and diagnosing hardware and software issues. They should be able to determine hardware or software issue using beep codes, event logs, and other means. Technician should be able to install, repair, and fix current operating systems, printers, and install drivers for additional hardware such as:

- Monitors
- Scanners
- Other hardware devices.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: PROJECT MANAGER

Minimum/General Experience: 6 months to 1 year of customer service experience, experience with Microsoft Office.

Functional Responsibility: The Project Manager is responsible for the development and monitoring of client projects. This position is the primary contact for clients from the time the small project is received from the client until completion, coordinating all internal CivicPlus resources to ensure small client projects are completed on time. The Project Manager also owns the "client experience" throughout.

- Creates and executes project work plans and revises as appropriate to meet changing needs and requirements.
- Reviews deliverables prepared by team before passing to client.
- Facilitates team and client meetings effectively.
- Resolves and/or escalates issues in a timely fashion.
- Understands how to communicate difficult/sensitive information tactfully.
- Suggests areas for improvement in internal processes along with possible solutions.
- Ensures timely and accurate invoicing
- Understands our pricing model and billing procedures.
- Inspires coworkers to attain goals and pursue excellence.
- Sets and manages client expectations.
- Develops lasting relationships with client personnel that foster client ties.
- Communicates effectively with clients to identify needs and evaluate alternative business solutions.
- Continually seeks opportunities to increase customer satisfaction and deepen client relationships.
- Builds a knowledge base of each client's business, organization and objectives.

JOB TITLE: SERVER AND NETWORK TECHNICIAN

Minimum/General Experience: 3 – 5 Years job related.

Functional Responsibility: Must be able to do all the functions of a PC technician plus: Troubleshoot and configure servers, network equipment such as switches, routers, tape drives. Ability to install and configure Server operating systems, active directory, and backup software (Veritas, Symantec BackupExec, or ArcServe). Ability to use the 7 layer OSI model to diagnose and fix network issues such as lost packets, filtering, and segmenting.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: TRAINER

Minimum/General Experience: Strong communication skills, 2+ years of training and/or educational experience, familiarity with local government entities and knowledge of their practices.

Functional Responsibility: Train new and current clients through on-site visits, phone, and various media including webinars, as well as direct contact/communication with various clients and departments

- Manage a travel schedule for him/herself
- Update and manage client training schedules with the cooperation of the Project Management Team, Manager of Training and Consulting, and the Director of Operations. This includes:
 - Client phone and on-site training and consulting assignments
 - Training staff meetings
 - Internal staff trainings

- Update the training team with regards to methods, website “best practices”, and issues with the current system.
- Attend in house staff meetings as assigned
- Stay informed with current issues and difficulties with software as well as announcements for new functionality.
- Other duties as assigned

JOB TITLE: WIRELESS NETWORK TECHNICIAN

Minimum/General Experience: 2 – 3 Years job-related

Functional Responsibility: Technician shall perform all duties of PC and Server and Network Technicians as well as install wireless components such as access points and routers, know the difference between frequencies and best suited antennas, and configure, filter, and troubleshoot wireless network.

- Knows how to filter according to MAC, IP address scheme, or proxy
- Knows how to place wireless equipment to get best service.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: WRITER

Minimum/General Experience: 5-10 years business experience in any of the following: public relations, marketing or advertising, excellent written and verbal communication skills, excellent customer service skills, good organization and time management skills, advanced understanding of punctuation, grammar and organization, background in AP-style writing, engaging, high energy person with proven leadership ability and sharp business acumen, knowledge of basic html, knowledge of social media; interactive media, attention to detail, ability to write and develop many types of content and copy in a very fast-paced environment, proficient in Microsoft Office Suite.

Functional Responsibility: This position is responsible for maintaining CivicPlus' reputational equity among the media, prospects, clients and employees through various public relations and corporate communications efforts.

- Write interesting and effective press releases, prepare information for media kits
- Develop and maintain company internet or intranet web pages.
- Develop and maintain the company's corporate image and identity, which includes the use of logos and signage.
- Draft speeches for company executives, and arrange interviews and other forms of contact for CivicPlus subject matter experts.
- Work with clients on developing testimonials and case studies for publication; ability to write case studies, articles and newsletters for internal and external use.

Minimum Education: B.S. or B.A. in Public Relations, Marketing, Journalism, Communications, Business or related field

JOB TITLE: GRAPHIC DESIGNER

Minimum/General Experience: Experience with Adobe Photoshop, Adobe Illustrator, and Adobe InDesign.

Functional Responsibility: The graphic designer is responsible for the revision process on client designs, prepping web designs for programming, additional graphics needed for clients and in-house departments.

- Collaborate with lead design on the execution of revisions and prepping .psd files.
- Consistent quality production of graphic material
- Creative application of elements while maintaining the style set by lead design
- Completion of projects on deadline
- Innovative ideas for new product development
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate
- Observing, receiving, and otherwise obtaining information from all relevant sources.
- Developing constructive and cooperative working relationships with others and maintaining them over time.

Minimum Education: Bachelor of Art degree

JOB TITLE: PROGRAMMER

Minimum/General Experience: 1 year experience in each of ASP or ASP.NET, SQL, HTML, CSS, and JavaScript.

Functional Responsibility: Develop and maintain high levels of code, including add new functionality to enhance the performance and features of software, replicate and root cause of bugs within the system including code problems, browser compatibility, standards issues, and user created content problems, research and development of new technologies that can enhance the performance, extend the capabilities, or ease the maintenance of software and define functional and technical requirements for new projects and changes to the current system.

- Technical consulting
- Design consulting to gear site designs towards web standards, performance, and general usability
- Internal training for new functionality
- Internal support for how the software works
- Setup new servers
- Setup new sites including the setup on the servers and the layout template for individual sites
- Performance monitoring of servers and sites
- **Minimum Education:** Bachelor's Degree in a Programming related field, or a combination of required knowledge and experience

JOB TITLE: WEBSITE CONSULTANT

Minimum/General Experience: 5+ years in customer service-oriented field.

Functional Responsibility: Provide business-sound direction and guidance to customers in Website navigation architecture and engineering, Website design: color choices, prominent elements, and supporting elements, Section 508/ADA compliance, Website readability and usability, Content development, and identifying items for featured use

Direct and lead company staff in the following areas:

- Website design
- Navigation development
- Content development
- Section 508/ADA compliance
- Software/module enhancements and upgrades
- Assist in shaping company business model
- Analyze internal procedures

- Reengineer processes for the web
- Determine and prioritize desired new features for software or modules

Minimum Education: Bachelor's Degree in Related Field or equivalent experience

2. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000: Special Item Number 54151S
3. The minimum dollar value of orders to be issued is \$ **100**.
4. The Geographic Scope of Contract will be domestic and overseas delivery.
5. Point(s) of production (city, county, and State or foreign country): N/A
6. Listed prices are discounted 7% from listed pricing. Prices shown on attached price list are net prices with discount included
7. Quantity discounts. Additional 2% discount for orders over \$200,000.
8. Prompt payment terms: 0%
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin): None
- 11a. Time of delivery: As agreed to be Ordering Agency
- 11b. Expedited Delivery: Contact Contractor representative for availability of expedited delivery.
- 11c. Overnight and 2-day delivery. Overnight and 2-day delivery are not available.
- 11d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
12. F.O.B. point(s): N/A
- 13a. Ordering address(es): N/A
- 13b. Ordering procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
 - a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work..

14. Payment address: CivicPlus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502.
15. Warranty provision: For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - Time of delivery/installation quotations for individual orders;
 - Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
 - The above is not intended to encompass items not currently covered by the GSA Schedule contract.
16. Export packing charges: N/A
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): N/A
18. Terms and conditions of rental, maintenance, and repair (if applicable): N/A
19. Terms and conditions of installation (if applicable): N/A
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A
- 20a. Terms and conditions for any other services (if applicable): N/A
21. List of service and distribution points (if applicable): N/A
22. List of participating dealers (if applicable): N/A
23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services can be found at www.civicplus.com. The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) number: 883003113
26. Notification regarding registration in System for Award Management (SAM) database: CivicPlus, LLC is registered in the sam.gov database. We will keep our registration current as per the contract requirements.

EXHIBIT B

SPECIFIC REQUIREMENTS/OPTIONS OF CITY OF BISBEE

Attached: CivicPlus Statement of Work for Bisbee, AZ
Master Services Agreement

Notices: All notices required under the Contract shall be sent to:
City Manager
City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603



GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	3	447.03
Project Manager	\$135.86	5	679.30
Network Consultant	\$135.86	0	0.00
Wireless Network Technician	\$135.86	0	0.00
Programmer	\$131.48	16	2,103.68
Graphic Designer	\$109.57	0	0.00
Writer	\$109.57	0	0.00
Server and Network Technician	\$109.57	15	1,643.55
Trainer	\$109.57	0	0.00
PC Technician	\$89.41	0	0.00
Content Developer	\$80.64	28	2,257.92
Subtotal			7,131.48
Discount			1,321.36
Total Fees Year 1			5,810.12

Project Implementation and Deployment

- PDF Accessibility Year 1 Annual Fee Discount
- DocAccess Implementation
- DocAccess – DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.

Total Initial Term Fees \$5,810.12

Renewal Term Annual Services

\$3,998.80

1. Performance and payment under this Statement of Work ("SOW") by and between Bisbee, AZ ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>.
2. This SOW shall remain in effect beginning at signing and ending November 5, 2027. This SOW may be renewed for an additional 1-year Renewal Term upon mutual agreement of the Parties.
3. The Total Initial Term Fees will be invoiced as follows: 100% upon signing, to be prorated based on signature date.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
5. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.



GSA Statement of Work for Bisbee, AZ

GSA Contract GS-35F-0124U

6. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.
7. If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to: <https://www.bisbeeaz.gov/>



GSA Statement of Work for Bisbee, AZ
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

DocAccess Terms

Customer understands and agrees the use of the DocAccess accessibility services (the "Services") is subject to the following terms:

1. Shared Responsibility Model. Customer acknowledges and agrees that accessibility obligations are shared:
 1. CivicPlus: Provides automated accessibility enhancements by converting PDFs to an HTML transcript designed to align with WCAG 2.1 Level AA standards.
 2. Customer: Remains responsible for overall accessibility compliance of the digital environment in which DocAccess is implemented, including but not limited to the context, labeling, links to original content, and content external to DocAccess transcripts.
2. The Services are intended to run on public-facing PDFs. Customer shall not implement the Services on private repositories that hold sensitive information.
3. The Service facilitates accessibility but does not guarantee compliance under all laws, in all contexts, or for all content types.
4. The Service is built to generate accessibility-enhanced transcripts that aim to conform in all material respects to WCAG 2.1 Level AA. Customer understands that:
 1. Automated accessibility conversion may yield imperfect results due to complexities inherent in original content (such as complex tables, interactive graphics).
 2. Accessibility performance may vary across assistive technologies and devices.
5. In the event of defect in the Services, Customer agrees to promptly report reproducible accessibility defects to CivicPlus and provide reasonable cooperation to assist with remediation.
6. Customer shall use the Service and accessibility features solely to enhance access to PDFs in native or linked contexts where disabled users require accessible alternatives.
7. No Warranty of External Compliance. The Service does not remediate other elements of Customer's digital properties (such as website navigation, non-PDF content accessibility, multimedia outside the DocAccess viewer). Customer remains responsible for satisfying Accessibility Laws outside of DocAccess transcript content.
8. External Integrations and Third-Party Tools. Customer acknowledges that integrations with third-party plug-ins, translation engines, assistive technologies, or other external services are governed by their respective terms. CivicPlus disclaims responsibility for accessibility performance attributable to third-party tools.
9. End User Experience. Customer acknowledges that End Users may access accessible transcripts through the Service viewer, and that transcripts may include navigation, search, translation, and assisted technologies. The quality of these experiences may depend on the End User's device, assistive technologies, and network conditions.
10. Live Assistance Services. Where included, live assistance (such as interpreter access or visual support) is provided solely as a supplement to automated accessibility and does not constitute legal compliance.
11. Customer shall not alter, suppress, or remove accessibility annotations, metadata, or structural markup created by the Service.
12. Service-Dependent Accessibility. Customer acknowledges and agrees that the accessibility enhancements provided by the Service (including, without limitation, the conversion of PDF documents into accessible HTML transcripts) are generated and maintained dynamically and are not permanent modifications to the underlying documents.
13. Effect of Service Termination or Expiration. Upon expiration or termination of Customer's right to use the Service for any reason:
 1. Accessible HTML transcripts and related accessibility features will no longer be automatically

available;

2. Documents will revert to their original, non-enhanced format as hosted or published by Customer; and
 3. CivicPlus will have no obligation to maintain, host, or provide access to accessibility-enhanced versions of Customer documents.
14. **Customer Responsibility for Continued Accessibility.** Customer is solely responsible for ensuring ongoing compliance with applicable accessibility laws and standards following termination of the Service, including by implementing alternative accessibility solutions or permanently remediating source documents where required.
 15. **No Reliance on Post-Termination Availability.** Customer shall not rely on the continued availability of accessibility enhancements after the Service ends and agrees that the Service is intended as an ongoing accessibility solution, not a one-time or permanent remediation of content.
 16. Customer understands that ongoing accessibility post termination of the Services requires the Customer to download the HTML.
 17. **Resource Optimization.** CivicPlus may implement reasonable technical and operational measures to manage Service performance and processing efficiency. Such measures may include, without limitation, identification of duplicate documents, deduplication of identical content across domains, and prioritization of document processing. These measures are intended to reduce unnecessary processing and improve Service performance and do not alter the accessibility functionality of the Service for documents processed through the Service.
 18. **Volume Management.** Customer's Service plan includes document processing capacity appropriate to the Customer's organization type and size. CivicPlus may monitor document processing volume to ensure use of the Service remains consistent with the scope of Customer's plan. If Customer's usage materially exceeds typical processing volumes for similarly situated customers or otherwise exceeds the scope of Customer's plan, CivicPlus may work with Customer to manage document scope or processing volume. This may include, by way of example, excluding archived, outdated, or non-public-facing content from automated processing. CivicPlus will provide reasonable notice prior to implementing any material adjustments and will work with Customer in good faith to maintain accessibility coverage within the applicable plan parameters.
 19. **Plan Parameters.** Customer's Service plan includes document processing capacity as described in the applicable Order Form or service agreement. Accessing, viewing, or downloading previously generated accessible transcripts does not count toward document processing limits.

CivicPlus may update processing parameters or plan thresholds from time to time to reflect changes in Service functionality, Customer organization size, document portfolio, or Service performance requirements. CivicPlus will provide Customer with reasonable advance notice of any material changes to such parameters.

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: May 19, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: May 12, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval to Rescind the award of contact to HAPI, reject all bids in response to the DMO RFP and direct staff to immediately reissue the RFP and to clarify that the RFP seeks DMO services from qualified agencies under the AOT rules, including agencies providing those services with the City as the designated DMO.

FROM: Ashlee Coronado, Interim City Manager

RECOMMENDATION: Reject all bids received for the subject project and direction to publish a new RFP.

PROPOSED MOTION: I Move to rescind the award of contact to HAPI, reject all bids in response to the DMO RFP and direct staff to immediately reissue the RFP and to clarify that the RFP seeks DMO services from qualified agencies under the AOT rules, including agencies providing those services with the City as the designated DMO.

DISCUSSION:

On February 26, 2026, the City issued a Request for Proposals (RFP) for Destination Marketing Organization (DMO) services. Following the evaluation process and Council action on May 5, 2026, concerns were raised regarding the structure and clarity of the solicitation.

To ensure a clear process moving forward, staff recommends rescinding the award of contract to HAPI, rejecting all bids and issuing a revised RFP.

FISCAL IMPACT: TDB**DEPARTMENT LINE-ITEM ACCOUNT:** TBD**BALANCE IN LINE ITEM IF APPROVED:**

Prepared by: Ashlee Coronado
Ashlee Coronado
Interim City Manager

Reviewed by: Ashlee Coronado
Ashlee Coronado
Interim City Manager