

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, JULY 21, 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 Cesilia C. Garcia, Ward I

STAFF

Ashlee Coronado, City Manager
Nina Williams, Acting 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, July 7, 2026.

Nina Williams, Acting City Clerk

- B. Approval of the Appointment of Debra Sampson to the Park and Recreation Committee.
Nina Williams, Acting City Clerk
- C. Approval of the Appointment of Chuck Sienbenthal to the Planning and Zoning Commission.
Nina Williams, Acting City Clerk
- D. Approval of a Park, Facility and Right-of-Way Use permit for the use of City Park for the Maritime Market Place, Main Street for a Parade from the Iron Man Statue to end in Brewery Gulch and the City Pool for Mermaid Swim; events to be held from Friday, August 7, 2026, at 4:00pm through Sunday, August 9, 2026, until at 12:00pm (Noon).
Nina Williams, Acting City Clerk
- E. Approval of a Park, Facility and Right-of-Way Use permit for the Bisbee Fire Department for the use of Vista Park for the Bisbee Fire Local 2146 Horseshoe Tournament Fundraiser event to be held on Saturday, August 8, 2026, from 10:00am to 8:00pm with a possible waiver of fees.
Nina Williams, Acting City Clerk
- F. Approval of a Park, Facility and Right-of-Way Use permit for the use of Grassy Park for the Sum of All Parts event to be held on Saturday, September 12, 2026, from 11:00am to 5:00pm.
Nina Williams, Acting City Clerk
- G. Approval of a Park, Facility and Right-of-Way Use permit for This Week in Bisbee for the use of City Park for the TWIB Fest 3 event to be held on Saturday, September 19, 2026, from 12:00pm (Noon) to 10:00pm.
Nina Williams, Acting City Clerk
- H. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communication for the use of various Parking Spaces in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.
Nina Williams, Acting City Clerk
- I. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communication for the use of Higgins Hill Park for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.
Nina Williams, Acting City Clerk
- J. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communications for the use of various City Streets and Stairs in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.
Nina Williams, Acting City Clerk
- K. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communications for the use of Grassy Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.
Nina Williams, Acting City Clerk
- L. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communications for the use of City Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.
Nina Williams, Acting City Clerk

- M. Approval of a Special Event Liquor License Application submitted by Healthy Lunches Bisbee DBA Goar Park Lunches for the Pirates of the Sky Islands Ball event to be held at the Stock Exchange located at 15 Brewery Avenue, Bisbee, AZ on Friday, August 7, 2026, from 7:00pm to 10:00pm, Liza Kovach, Applicant.

Nina Williams, Acting City Clerk

- N. Approval of a Special Event Liquor License Application submitted by Bisbee Firefighters Local 2146 for an event to be held at Vista Park located at 500 W. Vista, Bisbee, AZ on Saturday, August 8, 2026, from 10:00am to 8:00pm, Brandon Hilderbrand, Applicant.

Nina Williams, Acting City Clerk

OLD BUSINESS

3. Discussion and Possible Approval of Ordinance O-26-18, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 107 N. Taylor Avenue, Bisbee, AZ and adopting it as an Emergency.

Ashlee Coroando, City Manager

NEW BUSINESS

4. Presentation and Discussion and Possible Approval of the Tourism Marketing Services Agreement between the City of Bisbee and Gordley Group Inc.

Ashlee Coronado, City Manager

5. Discussion and Possible Approval of a Memorandum of Understanding with Naco Heritage Alliance regarding Payment Processing for Camp Naco Projects.

Jeremy Fricke, Executive Director

6. Discussion and Possible Approval of Souder Miller's proposal for the redesign of Clawson Avenue and Opera Avenue retaining walls.

Matthew Gurney, Public Works Director

7. Discussion and Possible Approval to purchase a 2026 Ford Transit T-150 Cargo Van with a double ladder rack from Peoria Ford for \$52,664.18.

Matthew Gurney, Public Works Director

8. 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) 432-6011 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Nina Williams at (520) 432-6011 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.

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CITY OF BISBEE
FINANCE DEPARTMENTPayment Approval Report - by GL Account
Report dates: 7/2/2026-7/16/2026Page: 1
Jul 15, 2026 05:11PM

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							
10-2020203 DENTAL INSUR PAYABLE							
2233	DELTA DENTAL of ARI	RIS000707304	Dental premiums for July 2026	06/30/2026	2,371.42	2,371.42	07/06/2026
2233	DELTA DENTAL of ARI	RIS000707304	Dental premiums for July 2026-Buy up	06/30/2026	1,519.57	1,519.57	07/06/2026
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIRE	26-0704	EE & ER FIRE PPE 07-04-2026	07/14/2026	3,325.64	3,325.64	07/14/2026
1623	NATIONWIDE RETIRE	26-0704	EE & ER COB PPE 07-04-2026	07/14/2026	4,347.78	4,347.78	07/14/2026
1623	NATIONWIDE RETIRE	26-0704	Ruiz, Gabriel PPE 07-04-2026	07/14/2026	519.41	519.41	07/14/2026
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE 07-04-202	Police union dues for PPE 07/04/2026	07/07/2026	175.00	175.00	07/08/2026
1147	BISBEE FIREFIGHTER	PPE 07-04-202	Fire Union Dues for PPE 07/04/2026	07/07/2026	472.50	472.50	07/08/2026
10-2021001 HEALTH INSURANCE PAYABLE							
6917	BLUE CROSS BLUE S	037849-07-26	Health insurance premium PPO90 P3 SW-July	07/01/2026	41,862.19	41,862.19	07/06/2026
6917	BLUE CROSS BLUE S	037849-07-26	Health insurance premium PPO90 P4 SW-July	07/01/2026	8,175.20	8,175.20	07/06/2026
6917	BLUE CROSS BLUE S	037849-07-26	Health insurance premium PPO90 P2 SW-July	07/01/2026	30,687.68	30,687.68	07/06/2026
6917	BLUE CROSS BLUE S	037849-07-26	Health insurance premium HSA PPO100 P2 SW-July	07/01/2026	3,039.93	3,039.93	07/06/2026
10-2021002 ADDITIONAL LIFE INSUR PAYABLE							
5455	MUTUAL OF OMAHA	2123440626	Employer Pd. Life Ins. - July 2026	06/15/2026	937.66	937.66	07/06/2026
5455	MUTUAL OF OMAHA	2123440626	Voluntary Life & AD&D	06/15/2026	828.80	828.80	07/06/2026
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-CITY-J	LegalShield Premiums City July 2026	07/06/2026	420.70	420.70	07/06/2026
10-2021007 VISION CARE INSUR PAYABLE							
2344	VISION SERVICE PLA	825409998	Vision Care for July 2026	06/30/2026	1,171.78	1,171.78	07/06/2026
10-2021500 ST COMPENSATION FUND PAYABLE							
5327	AZ MUNICIPAL RISK	ACCT 4000057	WC Apr-Jun 2nd Qtr Premium	07/07/2026	53,485.78	53,485.78	07/08/2026
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT	26-0704	Child Support Payments for PPE 07-04-2026	07/07/2026	667.71	667.71	07/08/2026
Total :					154,008.75	154,008.75	
MAYOR & COUNCIL							
10-50-43000 FOURTH OF JULY FIREWORKS							
1376	FIREWORKS PRODU	4166	FIREWORKS DISPLAY-1.3G - 4TH OF JULY	07/01/2026	10,850.00	10,850.00	07/15/2026
10-50-46000 OPERATIONAL EXPENSES							
2412	COPPER QUEEN PU	23502	BUSINESS CARDS CESILIA GARCIA	07/07/2026	8.30	.00	
Total MAYOR & COUNCIL:					10,858.30	10,850.00	
CITY MANAGER							
10-51-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - City Manager	06/15/2026	22.43	22.43	07/06/2026
10-51-46000 OPERATIONAL EXPENSES							
2412	COPPER QUEEN PU	23502	BUSINESS CARDS ASHLEE CORONADO	07/07/2026	32.80	.00	
Total CITY MANAGER:					55.23	22.43	
FINANCE DEPARTMENT							
10-52-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Finance	06/15/2026	119.21	119.21	07/06/2026
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER CO	26-0706	Water Reports - June 2026	07/06/2026	125.00	125.00	07/13/2026
1181	PEREGRINE CORP.	0093133	CITY OF BISBEE CARD BILLS 0702	07/06/2026	1,360.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total FINANCE DEPARTMENT:					1,604.67	244.21	
CITY CLERK							
10-53-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - City Clerk	06/15/2026	25.20	25.20	07/06/2026
10-53-46531 ELECTION EXPENSE							
1153	BISBEE OBSERVER	11816	7/9/26-ELECTION FINANCIAL STATEMENT	07/07/2026	294.26	.00	
Total CITY CLERK:					319.46	25.20	
COMMUNITY DEVELOPMENT							
10-54-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Community Development	06/15/2026	22.43	22.43	07/06/2026
10-54-22000 WATER - SHELTER							
1106	ARIZONA WATER CO	100029353-06-	936 S Tovreaville/Pound - 100029353	06/25/2026	93.61	93.61	07/06/2026
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WOR	94	TOVREAVILLE RD-ANIMAL SHELTER	07/01/2026	64.97	64.97	07/06/2026
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	26-0623/AS	Internet Svc-Animal Shelter- 8160130030025674	06/19/2026	161.94	161.94	07/06/2026
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	11770	BISBEE BIKEWAY LEGAL AD	06/23/2026	14.20	.00	
2274	THE SALT LAKE TRIB	SLT0038380	SOLICITATION FOR BIDS - HILLCREST	06/26/2026	314.60	.00	
10-54-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON CAPITAL SE	11LF-J4CX-PQ	INSTA 360 MIC PRO TRANSMITTER	07/02/2026	23.29	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON C	D08149220260	ANIMAL SHELTER - INMATE LABOR	06/24/2026	48.00	.00	
Total COMMUNITY DEVELOPMENT:					743.04	342.95	
ADMINISTRATION & GENERAL GOV'T							
10-55-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Admin Asst.	06/15/2026	25.12	25.12	07/06/2026
10-55-22000 WATER							
1106	ARIZONA WATER CO	100024789-06-	915 S Tovreaville Juv. Det. Hm-Chambers #100024789	06/25/2026	338.12	338.12	07/06/2026
1106	ARIZONA WATER CO	100077530-05-	118 Arizona St #100077530	06/19/2026	307.08	307.08	07/06/2026
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	118 ARIZONA ST-CITY HALL	07/01/2026	424.24	424.24	07/06/2026
1225	BISBEE PUBLIC WOR	94	TOVREAVILLE RD-CHAMBERS	07/01/2026	46.32	46.32	07/06/2026
10-55-24000 PHONES							
1791	CENTURY LINK QCC	788804617	Long Distant / #72745186 June 2026	06/24/2026	9.71	9.71	07/06/2026
10-55-34000 CONTRACT SERVICES							
2176	KONICA MINOLTA BU	508105266	APRIL COPY CHARGES	04/30/2026	395.07	.00	
2176	KONICA MINOLTA BU	509081793	JUNE COPY CHARGES	06/30/2026	196.31	.00	
10-55-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-070	FY27 1st Qtr Liability Ins - Admin & Gen	07/06/2026	50,808.06	50,808.06	07/08/2026
10-55-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	ASTROBRIGHTS MEGA ULTRA GREEN	07/09/2026	23.95	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	ANSOOK FILE FOLDERS 6 PK	07/09/2026	23.67	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	YERLIKER 50 SHEETS CERT PAPER QTY-2	07/09/2026	31.48	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	BOSTITCH HEAVY DUTY STAPLER	07/09/2026	12.67	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	ASTROBRIGHTS MEGA ULTRA RED	07/09/2026	24.43	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	PAPERMATE FELT TIP PENS	07/09/2026	26.73	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	HP 952 3PK CYAN/MAGENTA/YELLOW	07/09/2026	187.78	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	132 PACK SMALL BINDER CLIPS QTY 3	07/09/2026	23.94	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	SOUTHWORTH 404C PAPER (BOND)	07/09/2026	25.78	.00	
10-55-42040 ADVERTISING							
6413	KBRP	26-0619	UNDERWRITING ON KBRP LP 96.1 - JULY1, 2026-JUNE 30	06/19/2026	525.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-55-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON CAPITAL SE	11LF-J4CX-PQ	INSTA 360 MIC PRO TRANSMITTER	07/02/2026	23.29	.00	
Total ADMINISTRATION & GENERAL GOVT:					53,478.75	51,958.65	
PERSONNEL							
10-56-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Personnel	06/15/2026	22.43	22.43	07/06/2026
Total PERSONNEL:					22.43	22.43	
LEGAL SERVICES							
10-57-34000 CONTRACT SERVICES							
6849	PIERCE COLEMAN P	33264	GENERAL LEGAL SERVICES - JUNE	07/01/2026	9,859.50	.00	
Total LEGAL SERVICES:					9,859.50	.00	
WATER SYSTEMS							
10-58-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HAR	223838	PUMP HOUSE-MINERAL OIL	06/30/2026	46.76	.00	
1938	JIM'S ELECTRIC SER	1645	MATERIALS AND LABOR FOR FIRE PUMP MOTOR	06/30/2026	2,201.86	.00	
Total WATER SYSTEMS:					2,248.62	.00	
INFORMATION SYSTEMS							
10-59-24001 INTERNET ACCESS							
4059	SPARKLIGHT	26-0623/NCH	Internet Svc-City Hall/118 Arizona St.-8160130030022291	06/30/2026	466.00	466.00	07/06/2026
Total INFORMATION SYSTEMS:					466.00	466.00	
POLICE DEPARTMENT							
10-62-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD/LTD - Police (Non-Sworn)	06/15/2026	68.48	68.48	07/06/2026
5455	MUTUAL OF OMAHA	2123440626	STD - Police Officers (Sworn)	06/15/2026	647.85	647.85	07/06/2026
10-62-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK	ACCT 4000057	WC Apr-Jun 2nd Qtr Police-Volunteers	07/07/2026	1,388.48	1,388.48	07/08/2026
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	35 HWY 92-POLICE	07/01/2026	160.75	160.75	07/06/2026
10-62-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910005134336	1 W. HWY 92 - Police #910005134336	06/26/2026	54.98	54.98	07/06/2026
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	26-0623/BPD	Internet Svc-Police Department - 8160130030019180	06/19/2026	175.92	175.92	07/06/2026
10-62-34000 CONTRACT SERVICES							
6172	MMPC	191295	POLICE-PEST CONTROL JUL'26	07/07/2026	50.00	.00	
1499	RICOH USA, INC	41876592	LEASE CONTRACT 2 COPIERS - JULY	07/02/2026	150.65	.00	
1499	RICOH USA, INC	41916155	LEASE CONTRACT 2 COPIERS - AUGUST	07/03/2026	150.65	.00	
1499	RICOH USA, INC	5073450397	CR AVAIL FROM OLD CONTRACT	06/29/2026	21.45-	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08184720260	PD-MILEAGE	07/08/2026	71.46	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING,	504354	TOWING SERVICES B26-3834	07/05/2026	236.25	.00	
7000	BARNETT'S TOWING,	504357	TOWING SERVICES B26-3867	07/06/2026	210.00	.00	
7000	BARNETT'S TOWING,	504385	TOWING SERVICES B26-3811	07/04/2026	210.00	.00	
7000	BARNETT'S TOWING,	504386	TOWING SERVICES B26-3811	07/04/2026	210.00	.00	
7000	BARNETT'S TOWING,	504387	TOWING SERVICES B26-3811	07/04/2026	210.00	.00	
1636	COCHISE AUTO SER	522	TOWING SERVICES/B26-3831	07/04/2026	220.00	.00	
1636	COCHISE AUTO SER	525	TOWING SERVICES/B26-3873	07/07/2026	190.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	401008	AUTO PARTS BACKHOE	07/06/2026	64.85	.00	
10-62-62002 TIRES							
1854	W R RYAN - FIRESTO	T36883	4 TIRES 8624	06/10/2026	726.89	.00	
1854	W R RYAN - FIRESTO	T37092	FRONT END ALGNMNT 3664	07/08/2026	125.00	.00	
Total POLICE DEPARTMENT:					5,300.76	2,496.46	
FIRE DEPARTMENT							
10-64-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD/LTD - Fire	06/15/2026	871.97	871.97	07/06/2026
10-64-12300 UNIFORMS & CLOTHING							
6479	FX TACTICAL	I1-10053363	UNIFORM ALLOWANCE-NICK HAUSER	06/30/2026	83.16	.00	
6436	GALLS, LLC	035231085	UNIFORM ALLOWANCE-GUS CAMPILLO	06/02/2026	203.98	.00	
6436	GALLS, LLC	035244510	UNIFORM ALLOWANCE-GUS CAMPILLO	06/03/2026	43.98	.00	
10-64-13400 EDUCATION & TRAINING							
1190	ARIZONA CENTER F	26-0709	FIRE INSTRUCTOR CLASS STATE CERT.	07/09/2026	300.00	300.00	07/13/2026
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	4361690000-0	645 Tombstone Cyn Sta 2 - #4361690000	07/08/2026	548.50	548.50	07/13/2026
10-64-22000 WATER							
1106	ARIZONA WATER CO	100009652-06-	192 HWY 92/Fire #1 - #100009652	06/25/2026	64.04	64.04	07/06/2026
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	192 HWY 92-FIRE STATION #1	07/01/2026	122.03	122.03	07/06/2026
1225	BISBEE PUBLIC WOR	94	645 TOMBSTONE CYN-STATION #2	07/01/2026	122.03	122.03	07/06/2026
10-64-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910001898098	192 Highway 92 - Fire #910001898098	07/06/2026	82.79	82.79	07/06/2026
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	816013003002	Internet Svc-Fire Station 1-8160130030022499	07/04/2026	161.94	161.94	07/13/2026
10-64-34000 CONTRACT SERVICES							
1023	INDUSTRIAL COMMIS	INV-M27-00000	FY2027 MUNICIPAL FIREFIGHTERS CANCER REIMB. FUN	07/07/2026	11,935.71	.00	
6172	MMPC	191093	STATION 82-PEST CONTROL	07/06/2026	50.00	.00	
6172	MMPC	191247	STATION 81-PEST CONTROL	07/07/2026	50.00	.00	
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	0123190-IN	JUNE COMMISSION	06/30/2026	1,275.10	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45673	FASTENERS FOR SECURED DOOR FOR MEDICATIONS	07/01/2026	3.02	.00	
1659	ACE HARDWARE	45680	ELECTRICAL TAPE, TIRE WET, SAFETY GLASSES, EARPL	07/03/2026	41.45	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDIC	86250547	MEDICAL SUPPLIES	06/22/2026	40.76	.00	
1698	SAFeway	2031803	2 BOTTLES OF ASPIRIN FOR AMBULANCE	07/03/2026	8.79	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	400619	RADIATOR	06/30/2026	347.42	.00	
6536	BISBEE NAPA AUTO P	400754	BATTERY FOR SUPPORT 81. WHITE TAHOE	07/01/2026	152.60	.00	
6536	BISBEE NAPA AUTO P	400932	NEW BATTERIES FOR ENG-81	07/03/2026	925.77	.00	
2195	ED MORSE FORD	501005719	INJECTOR, ARM-C	05/01/2026	472.88	.00	
2195	ED MORSE FORD	501005731	PRESSURE KIT	05/04/2026	98.10	.00	
2195	ED MORSE FORD	501005738	RETURN ARM-C	05/04/2026	194.49-	.00	
2195	ED MORSE FORD	501005845	HARDWARE MISC	05/14/2026	35.79	.00	
1854	W R RYAN - FIRESTO	T36851	TWO NEW TIRES FOR TENDER 81	06/05/2026	1,456.03	.00	
Total FIRE DEPARTMENT:					19,303.35	2,273.30	
CEMETERY							
10-70-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	DOUGLAS ST-CEMETARY	07/01/2026	64.97	64.97	07/06/2026
10-70-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08503220260	CEMETERY-LABOR	06/24/2026	48.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total CEMETERY:					112.97	64.97	
BUILDING & MAINTENANCE							
10-74-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Bldg Maintenance	06/15/2026	25.20	25.20	07/06/2026
10-74-34000 CONTRACT SERVICES							
7060	CINTAS	4274185779	UNIFORMS	06/30/2026	5.96	.00	
7060	CINTAS	4274185779	UNIFORMS	06/30/2026	6.40	.00	
4415	CULLIGAN OF TUCS	112X62988407	POST OFFICE-3-5 GALLON PREM WATER	06/30/2026	63.93	.00	
10-74-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08183820260	CITY HALL-LABOR	06/24/2026	72.00	.00	
3163	AZ STATE PRISON C	D08184120260	BM-LABOR	06/24/2026	36.00	.00	
10-74-42060 INVENTORIED TOOLS							
4926	AMAZON CAPITAL SE	1TVH-36CC-T	BIONIC STEEL 100 FT METAL GARDEN HOSE	06/29/2026	118.34	.00	
10-74-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	45624	HMMR DRL SDS	06/24/2026	13.96	.00	
10-74-45200 SAFETY EQUIP & SUPPLIES							
4926	AMAZON CAPITAL SE	1V4F-L6RP-VC	SQUINCHER POPS	06/26/2026	110.60	.00	
4926	AMAZON CAPITAL SE	1W96-1CXG-1	DISPOSABLE GLOVES, WORK GLOVES, SAFETY GLASSE	06/29/2026	354.01	.00	
10-74-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	45627	CITY HALL-WOOD CLNR, FUNNEL, AIRWICK OIL, CLOTH	06/25/2026	20.45	.00	
1659	ACE HARDWARE	45672	BOWL BRUSH	07/01/2026	4.27	.00	
4191	GRAINGER	9968409079	GARAGE - PAPER TOWEL	06/29/2026	10.22	.00	
4191	GRAINGER	9973081657	GARAGE - TOILET PAPER	07/02/2026	10.58	.00	
10-74-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	45617	CITY HALL - LATH SCREW, HOOK CUPS	06/23/2026	25.09	.00	
1531	AIR FLOW SYSTEMS	3336	QMT - REPLACE FUSE	06/30/2026	95.00	.00	
4926	AMAZON CAPITAL SE	196F-NFDT-W	ECOFLUSH INTAKE FILTER	06/25/2026	22.19	.00	
2179	ARIZONA ELEVATOR	INV-41681-Q0F	CQL-OIL & GREASE - MAINTENANCE FOR JULY	07/01/2026	124.41	.00	
1862	B&D LUMBER & HAR	223759	PD-GALV DRYER HOOD, REDUCER	06/24/2026	31.85	.00	
1938	JIM'S ELECTRIC SER	1646	MATERIALS AND LABOR FOR CITY GARAGE DARK SKY	06/30/2026	4,165.62	.00	
Total BUILDING & MAINTENANCE:					5,316.08	25.20	
PUBLIC WORKS ADMINISTRATION							
10-75-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - PW Admin.	06/15/2026	96.38	96.38	07/06/2026
10-75-22000 WATER							
1106	ARIZONA WATER CO	100085809-06-	404 Bisbee Rd - PW 100085809	06/19/2026	37.21	37.21	07/06/2026
10-75-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	404 BISBEE RD-PUBLIC WORKS	07/01/2026	98.47	98.47	07/06/2026
10-75-34000 CONTRACT SERVICES							
2176	KONICA MINOLTA BU	509081397	MONTHLY MAINTENANCE AGREEMENT - JUNE	06/30/2026	233.32	.00	
10-75-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON CAPITAL SE	1119-747Y-XG	15.6 HD TOUCHSCREEN LAPTOP	06/26/2026	789.11	.00	
4926	AMAZON CAPITAL SE	11LF-J4CX-PQ	INSTA 360 MIC PRO TRANSMITTER	07/02/2026	23.29	.00	
4926	AMAZON CAPITAL SE	1MMJ-61LL-R	DOCKING STATION	06/29/2026	109.59	.00	
Total PUBLIC WORKS ADMINISTRATION:					1,387.37	232.06	
GARAGE							
10-77-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - PW Garage	06/15/2026	44.86	44.86	07/06/2026
10-77-12300 UNIFORMS & CLOTHING							
1588	HERRERA, JESUS	26-0625	WORK BOOT REIMBURSEMENT	06/25/2026	58.24	.00	
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	TOVREAVILLE RD-GARAGE	07/01/2026	103.69	103.69	07/06/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-77-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	4 Tovreaville Rd. 50% Garage	06/26/2026	51.51	51.51	07/06/2026
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4274185807	UNIFORMS	06/30/2026	34.50	.00	
7060	CINTAS	4274185833	GARAGE CLEANING	06/30/2026	12.88	.00	
10-77-42060 INVENTORIED TOOLS							
6536	BISBEE NAPA AUTO P	400513	BK TEST	06/29/2026	99.74	.00	
10-77-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9968409079	GARAGE - PAPER TOWEL	06/29/2026	10.23	.00	
4191	GRAINGER	9973081657	GARAGE - TOILET PAPER	07/02/2026	10.58	.00	
10-77-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO P	400265	GREASE CART	06/25/2026	93.05	.00	
6536	BISBEE NAPA AUTO P	400591	BRAKE PARTS CLEANER, STARTING FLUID, SEAL TAPE	06/30/2026	74.26	.00	
6536	BISBEE NAPA AUTO P	400821	HOSE CLAMP	07/02/2026	9.61	.00	
10-77-61000 VEHICLE PARTS & LABOR							
1854	W R RYAN - FIRESTO	T36946	FRONT END ALIGNMENT	06/18/2026	125.00	.00	
10-77-62007 OTHER FLUIDS & LUBRICANTS							
3551	SENERGY PETROLE	415569475	P66 MEGA FLOW AW 68, DRUM	06/25/2026	1,268.62	.00	
Total GARAGE:					1,996.77	200.06	
BUILDING INSPECTOR							
10-79-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Bldg Inspector	06/15/2026	25.92	25.92	07/06/2026
10-79-31000 PROFESSIONAL FEES							
6200	JOE WARD	26-0701	FY26 PROFESSIONAL FEES	07/01/2026	960.00	.00	
10-79-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON CAPITAL SE	1GH6-PLVD-V	15.6 HD TOUCHSCREEN LAPTOP	06/26/2026	789.11	.00	
4926	AMAZON CAPITAL SE	1MMJ-61LL-R	DOCKING STATION	06/29/2026	109.59	.00	
4926	AMAZON CAPITAL SE	1MTF-FPKR-M	BI - VOICE RECORDER	06/25/2026	46.57	.00	
10-79-42060 INVENTORIED TOOLS							
4926	AMAZON CAPITAL SE	1RP7-QHQR-R	MAGNETIC VOICE RECORDER	07/02/2026	83.15	.00	
10-79-61000 VEHICLE PARTS & LABOR							
1854	W R RYAN - FIRESTO	T37026	TIRES	06/29/2026	155.90	.00	
Total BUILDING INSPECTOR:					2,170.24	25.92	
PARKS							
10-80-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Parks	06/15/2026	66.37	66.37	07/06/2026
10-80-22000 WATER							
1106	ARIZONA WATER CO	100001857-06-	202 A St - Saginaw Park - 100001857	06/16/2026	37.21	37.21	07/06/2026
1106	ARIZONA WATER CO	100005300-06-	301 W Vista-Hoatson Irrgtn & Wtr Truck-Parks 100005300	06/19/2026	2,231.72	2,231.72	07/06/2026
1106	ARIZONA WATER CO	100014069-06-	122 E Vista & Tener Bthrm 100014069	06/19/2026	168.36	168.36	07/06/2026
1106	ARIZONA WATER CO	100014533-06-	Lower Vista Park - 100014533	06/19/2026	112.13	112.13	07/06/2026
1106	ARIZONA WATER CO	100018785-06-	400 Teran St Tin Town Park/Parks - 100018785	06/25/2026	37.21	37.21	07/06/2026
1106	ARIZONA WATER CO	100061693-06-	Traffic Circle - 100061693	06/16/2026	91.82	91.82	07/06/2026
1106	ARIZONA WATER CO	100081102-06-	Goar Park - Brewery Ave - 100081102	06/16/2026	126.41	126.41	07/06/2026
1106	ARIZONA WATER CO	100113663-06-	42 Dallas St Galena/Parks - #100113663	06/25/2026	37.21	37.21	07/06/2026
1106	ARIZONA WATER CO	100117343-06-	Mule Mtn Gdn W Vista - Parks 100117343	06/19/2026	80.91	80.91	07/06/2026
1106	ARIZONA WATER CO	100119607-06-	400 East Vista Park - Parks 100119607	06/19/2026	116.27	116.27	07/06/2026
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	TOMBSTONE CYN-GARFIELD PARK	07/01/2026	28.17	28.17	07/06/2026
1225	BISBEE PUBLIC WOR	94	1 QUALITY HILL-POOL	07/01/2026	78.67	78.67	07/06/2026
1225	BISBEE PUBLIC WOR	94	VISTA PARK	07/01/2026	64.97	64.97	07/06/2026
1225	BISBEE PUBLIC WOR	94	5 COPPER PLAZA-PARK MAIN ST	07/01/2026	78.67	78.67	07/06/2026
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4274185779	UNIFORMS	06/30/2026	6.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
7060	CINTAS	4274185892	UNIFORMS	06/30/2026	21.84	.00	
1893	LAL ENTERPRISES, I	68242	VISTA PARK - 1 UNIT 6/15-19, 2026	06/19/2026	80.00	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08183920260	PARKS-LABOR	06/24/2026	75.00	.00	
10-80-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9968409079	GARAGE - PAPER TOWEL	06/29/2026	10.22	.00	
4191	GRAINGER	9973081657	GARAGE - TOILET PAPER	07/02/2026	10.58	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45609	PADLOCK, HOSE BOBB LOCK	06/22/2026	25.13	.00	
1659	ACE HARDWARE	45615	PROJECT WILDLIFE - CONCRETE MIX	06/23/2026	7.43	.00	
1659	ACE HARDWARE	45644	SLND KT PLST BLK	06/29/2026	12.10	.00	
1659	ACE HARDWARE	45646	SOLID PIPE, CMNT, COUPLING, ELBOW, PIPE ADPTR	06/29/2026	41.06	.00	
1659	ACE HARDWARE	45650	SNDPPR, COUPLING, ELBOW, TPE, BUCKET	06/30/2026	33.19	.00	
1659	ACE HARDWARE	45653	CONN WIRE	06/30/2026	4.65	.00	
1862	B&D LUMBER & HAR	223720	STEEL RAKE, LEAF RAKE	06/22/2026	54.12	.00	
1862	B&D LUMBER & HAR	223765	COUPLING	06/24/2026	1.65	.00	
1862	B&D LUMBER & HAR	223820	PEX/TUBING CUTTER	06/29/2026	36.08	.00	
1862	B&D LUMBER & HAR	223822	MIPXFIP BUSHING, ADPTRS	06/29/2026	9.66	.00	
1862	B&D LUMBER & HAR	223827	LG WING CONNECTOR	06/30/2026	2.95	.00	
6536	BISBEE NAPA AUTO P	400070	FUEL CAN	06/23/2026	31.77	.00	
10-80-46801 REC PROGRAMS/SPECIAL EVENTS							
1659	ACE HARDWARE	45676	SPECIAL EVENT - MARKER, TAPE	07/02/2026	17.67	.00	
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	45606	LAWN FERTLZR	06/22/2026	58.08	.00	
1659	ACE HARDWARE	45607	MULCH, FERTLZR ALASKA FISH	06/22/2026	24.90	.00	
1659	ACE HARDWARE	45657	TOP SOIL	06/30/2026	12.83	.00	
1659	ACE HARDWARE	45668	TOP SOIL, FIRES AND BAIT	07/01/2026	19.72	.00	
1862	B&D LUMBER & HAR	223723	SPDR & SCRPN KILLER	06/22/2026	8.32	.00	
1862	B&D LUMBER & HAR	223842	LAWN SOIL	06/30/2026	11.44	.00	
10-80-61000 REPAIRS & MAINT - VEHICLES							
6536	BISBEE NAPA AUTO P	400140	2YR WAT BAT - VOID	06/23/2026	.00	.00	
6536	BISBEE NAPA AUTO P	400142	BAT WARRANTY - 2 YEAR WTY BAT	06/23/2026	.00	.00	
Total PARKS:					3,972.89	3,356.10	
SWIMMING POOL							
10-81-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45626	LYSOL WIPES, SUNSCRN	06/25/2026	22.24	.00	
4926	AMAZON CAPITAL SE	1RP7-QHQR-R	OUTDOOR CUSHIONS	07/02/2026	63.54	.00	
4577	LESLIE'S POOLMART,	00649-01-0968	8LB CONDIONES, ULTRA BRIGHT	06/25/2026	512.81	.00	
4059	SPARKLIGHT	816013003002	Internet Svc - City Pool - 8160130030028041	07/04/2026	116.68	116.68	07/13/2026
Total SWIMMING POOL:					715.27	116.68	
LIBRARY							
10-83-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Library	06/15/2026	44.42	44.42	07/06/2026
10-83-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK	ACCT 4000057	WC Apr-Jun 2nd Qtr Volunteers	07/07/2026	179.75	179.75	07/08/2026
10-83-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	6 MAIN ST-LIBRARY	07/01/2026	122.03	122.03	07/06/2026
10-83-24001 INTERNET ACCESS							
4059	SPARKLIGHT	816013003002	Internet Svc-Library- pay only 20 % of bill 8160130030026292	07/04/2026	286.58	286.58	07/13/2026
10-83-34000 CONTRACT SERVICES							
1499	RICOH USA, INC	41899274	COPIER LEASE - AUGUST	07/03/2026	178.92	.00	
1499	RICOH USA, INC	5073518612	PRINTER LEASE CONTRACT - JULY	07/04/2026	13.73	.00	
10-83-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SE	1QNP-3DDH-N	LIBRARY SUPPLIES	07/01/2026	337.26	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
1842	DEMCO INCORPORA	7822222	LIBRARY BOOK SUPPLIES	06/23/2026	441.04	.00	
10-83-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON CAPITAL SE	1MWR-K1VW-	COMPUTER EQUIPMENT	07/01/2026	289.74	.00	
10-83-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1XCW-GJWN-J	JANITORIAL SUPPLIES	07/01/2026	24.36	.00	
10-83-46831 BOOKS							
4926	AMAZON CAPITAL SE	1XCK-G31T-K	BOOKS	07/01/2026	332.34	.00	
10-83-46832 AUDIO VISUAL MATERIAL							
4926	AMAZON CAPITAL SE	1CQ1-VDP3-W	DVD's	07/01/2026	243.76	.00	
10-83-46833 CHILDRENS MATERIALS							
4926	AMAZON CAPITAL SE	1FT3-4JPP-77	CHILDREN'S MATERIALS	07/01/2026	298.73	.00	
Total LIBRARY:					2,792.66	632.78	
SENIOR CITIZENS CENTER							
10-85-22000 WATER							
1106	ARIZONA WATER CO	100032236-06-	Collins Rd - S Cntr - #100032236	06/25/2026	107.99	107.99	07/06/2026
10-85-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	COLLINS RD-SENIOR CENTER	07/01/2026	78.67	78.67	07/06/2026
10-85-34085 COORDINATOR CONTRIBUTIONS							
3188	BISBEE SENIOR ASS	170	Monthly Invoice - July 2026	07/06/2026	833.33	833.33	07/06/2026
10-85-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	45671	FLOOR CLEANER, SIMPLE GREEN MOPHEAD	07/01/2026	37.41	.00	
4191	GRAINGER	9968439852	TOILET PAPER, PAPER TOWELS	06/29/2026	135.37	.00	
Total SENIOR CITIZENS CENTER:					1,192.77	1,019.99	
Total GENERAL FUND:					277,925.88	228,384.14	
GENERAL GOVERNMENT GRANTS							
GRANT EXP - GENERAL GOVT							
11-40-22528 CDBG-BISBEE SENIOR CENTER							
1695	SEAGO	139-25-2	PROJECT ADMINISTRATION-SENIOR CTR.	07/08/2026	14,000.00	.00	
1830	ZACATECAS ENGINE	2026-49	BISBEE SENIOR CENTER REMODEL	06/26/2026	1,520.65	.00	
Total GRANT EXP - GENERAL GOVT:					15,520.65	.00	
Total GENERAL GOVERNMENT GRANTS:					15,520.65	.00	
CAMP NACO							
19-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Camp Naco	06/15/2026	22.43	22.43	07/06/2026
19-40-13100 BUSINESS TRAVEL-MELLON GRANT							
1922	NORMAND, MICHAEL	26-0713	BUSINESS-RELATED MILEAGE JUNE 2026	07/13/2026	382.08	.00	
19-40-21000 ELECTRIC-MELLON GRANT							
1097	AZ PUBLIC SERVICE	8850052975-0	2118 Newell St. Temp - Camp Naco #8850052975	07/08/2026	89.27	89.27	07/13/2026
19-40-34500 NHA SUB-GRANT EXPENSES							
2203	NACO HERITAGE ALL	26-0706	MELLON SUBGRANT CASH ADVANCE	07/06/2026	100,000.00	100,000.00	07/07/2026
2203	NACO HERITAGE ALL	26-0714	NHA SUB-GRANT JUNE REIMBURSEMENT	07/14/2026	35,732.61	.00	
19-40-92000 CONSTRUCTION COSTS-MELLON							
1659	ACE HARDWARE	45664	LIMEWASH SUPPLIES	07/01/2026	400.65	.00	
1659	ACE HARDWARE	45677	LIMEWASH SUPPLIES	07/02/2026	185.51	.00	
1659	ACE HARDWARE	45687	LIMEWASH SUPPLIES	07/07/2026	8.92	.00	
1659	ACE HARDWARE	45691	LIMEWASH SUPPLIES	07/08/2026	162.94	.00	
3181	COCHISE COUNTY T	260701-E	DUMPSTER & TONNAGE	07/01/2026	959.60	959.60	07/07/2026
3181	COCHISE COUNTY T	260701-F	DUMPSTER & TONNAGE	07/01/2026	733.04	733.04	07/07/2026
3181	COCHISE COUNTY T	260701-G	DUMPSTER & TONNAGE	07/01/2026	1,072.84	1,072.84	07/07/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
3181	COCHISE COUNTY T	260706-A	DUMPSTER & TONNAGE	07/06/2026	1,215.20	1,215.20	07/14/2026
3181	COCHISE COUNTY T	260707-B	DUMPSTER & TONNAGE	07/07/2026	732.36	732.36	07/14/2026
6889	VERHELST RECOVE	18426	LIMEWASH A8-FIRST COAT	06/30/2026	937.50	937.50	07/15/2026
6889	VERHELST RECOVE	18427	LIMEWASH A8-CUT IN WINDOWS ON EAST SIDE	06/30/2026	262.50	262.50	07/15/2026
6889	VERHELST RECOVE	18439	LIMEWASH A8-2ND COAT WEST AND NORTH WALLS	07/02/2026	375.00	375.00	07/15/2026
6889	VERHELST RECOVE	18444	A3, A6, A8 -CLEANUP & LIMEWASH	07/06/2026	787.50	787.50	07/15/2026
6889	VERHELST RECOVE	18452	LIMEWASH A8	07/07/2026	131.25	131.25	07/15/2026
6889	VERHELST RECOVE	18453	LIMEWASH A8	07/07/2026	306.25	306.25	07/15/2026
6889	VERHELST RECOVE	18458	A8 LIMEWASH, A2 & A3 SWEEP	07/08/2026	468.75	468.75	07/14/2026
6889	VERHELST RECOVE	18463	A8 LIMEWASH, A7 CLEANUP	07/09/2026	525.00	525.00	07/14/2026
6889	VERHELST RECOVE	18468	A8 LIME WASH	07/10/2026	225.00	225.00	07/14/2026
Total :					145,716.20	108,843.49	

19-45-45200 SAFETY EQUIP/SUPPLIES-STATE

1659	ACE HARDWARE	45687	PPE	07/07/2026	57.73	.00	
1659	ACE HARDWARE	45697	PPE	07/09/2026	15.83	.00	

19-45-46000 OPERATIONAL EXPENSE-STATE

1659	ACE HARDWARE	45691	WATER & PPE	07/08/2026	46.16	.00	
1862	B&D LUMBER & HAR	223826	LADDER AND SUPPLIES FOR LIMEWASH & CLEAN-UP	06/30/2026	250.58	.00	
1862	B&D LUMBER & HAR	223886	LIMEWASH SUPPLIES & PPE	07/06/2026	117.59	.00	

19-45-92000 CONSTRUCTION COSTS-STATE

3181	COCHISE COUNTY T	260701-E	DUMPSTER & TONNAGE	07/01/2026	959.60	959.60	07/07/2026
3181	COCHISE COUNTY T	260701-F	DUMPSTER & TONNAGE	07/01/2026	733.04	733.04	07/07/2026
3181	COCHISE COUNTY T	260701-G	DUMPSTER & TONNAGE	07/01/2026	1,072.84	1,072.84	07/07/2026
3181	COCHISE COUNTY T	260706-A	DUMPSTER & TONNAGE	07/06/2026	1,215.20	1,215.20	07/14/2026
3181	COCHISE COUNTY T	260707-B	DUMPSTER & TONNAGE	07/07/2026	732.36	732.36	07/14/2026
6889	VERHELST RECOVE	18427	LIMEWASH A5-FINAL COAT & TOUCH UP	06/30/2026	262.50	262.50	07/15/2026
6889	VERHELST RECOVE	18439	CLEAN-UP A5-NORTH AND WEST WALLS	07/02/2026	375.00	375.00	07/15/2026
6889	VERHELST RECOVE	18444	A5 CLEAN UP LIMEWASH RESIDUE	07/06/2026	262.50	262.50	07/15/2026
6889	VERHELST RECOVE	18452	A5 CLEAN WINDOWS	07/07/2026	131.25	131.25	07/15/2026
6889	VERHELST RECOVE	18453	A5 CLEAN WINDOWS	07/07/2026	306.25	306.25	07/15/2026
6889	VERHELST RECOVE	18458	A5 CLEAN WINDOWS	07/08/2026	156.25	156.25	07/14/2026
6889	VERHELST RECOVE	18463	A9 SWEEP, A5 CLEAR OUT DRYWALL DEBRIS	07/09/2026	525.00	525.00	07/14/2026
6889	VERHELST RECOVE	18468	A5 CLEAN WINDOWS	07/10/2026	225.00	225.00	07/14/2026

Total : 7,444.68 6,956.79

Total CAMP NACO: 153,160.88 115,800.28

STREETS**FUND EXPENDITURES****21-40-11501 STANDARD DISABILITY INSURANCE**

5455	MUTUAL OF OMAHA	2123440626	STD - Streets	06/15/2026	135.22	135.22	07/06/2026
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21-40-21000 ELECTRIC

1097	AZ PUBLIC SERVICE	1032111000-06	Az Street St Lights #1032111000	06/29/2026	5,847.93	5,847.93	07/06/2026
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21-40-23000 GAS - UTILITY

1751	SOUTHWEST GAS C	910002351879	25% Streets	06/26/2026	25.75	25.75	07/06/2026
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21-40-34000 CONTRACT SERVICES

7060	CINTAS	4274185978	UNIFORMS	06/30/2026	60.02	.00	
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21-40-37000 PROPERTY, CASUALTY, LIABILITY

1139	AZ MUNICIPAL RISK	40000824-070	FY27 1st Qtr Liability Ins - Streets	07/06/2026	20,323.22	20,323.22	07/08/2026
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21-40-42060 INVENTORIED TOOLS

1862	B&D LUMBER & HAR	223763	FINE SWEEP BROOM	06/24/2026	48.76	.00	
1862	B&D LUMBER & HAR	223837	HEX SOCKET	06/30/2026	16.08	.00	

21-40-45300 CUSTODIAL SUPPLIES

4191	GRAINGER	9968409079	GARAGE - PAPER TOWEL	06/29/2026	10.22	.00	
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
4191	GRAINGER	9973081657	GARAGE - TOILET PAPER	07/02/2026	10.57	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45612	HEX NIPPLE, COUPLE	06/23/2026	9.29	.00	
1659	ACE HARDWARE	45619	HOSE FLEXOGEN	06/24/2026	51.23	.00	
1862	B&D LUMBER & HAR	223719	STEEL RAKE, LEAF RAKE	06/22/2026	54.12	.00	
1862	B&D LUMBER & HAR	223724	HDDRAIL - ELECTRODE	06/22/2026	93.61	.00	
1862	B&D LUMBER & HAR	223874	KNIT COVER	07/03/2026	14.04	.00	
6536	BISBEE NAPA AUTO P	400069	5 GALLON GAS CAN	06/23/2026	31.77	.00	
6536	BISBEE NAPA AUTO P	400264	O-RING	06/25/2026	14.79	.00	
1830	ZACATECAS ENGINE	2026-47	BREWERY AVENUE RETAINING WALL	06/26/2026	1,695.80	.00	
21-40-55000 EQUIPMENT REPAIR & MAINT							
1936	EMPIRE SOUTHWES	EMWK433027	GRADER	06/15/2026	987.08	.00	
21-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	400028	FUEL TANK CAP	06/22/2026	14.73	.00	
6536	BISBEE NAPA AUTO P	400192	OIL FILTER, AIR FILTER, CABIN FILTER, EXT FIR PASSEN	06/24/2026	62.55	.00	
Total FUND EXPENDITURES:					29,506.78	26,332.12	
Total STREETS:					29,506.78	26,332.12	
BISBEE ARTS COMMISSION							
FUND EXPENDITURES							
42-40-46050 BAC CIG ART EXPENSES							
1404	ANFANEY GLADWIN	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 1	07/06/2026	10.00	.00	
7022	DALE MILLER	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 16	07/06/2026	160.00	.00	
1470	DEBRA A. KNAPIK	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 18	07/06/2026	180.00	.00	
1667	DERREN CROSBY	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 10	07/06/2026	100.00	.00	
7026	GRETCHEN HILL	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 7	07/06/2026	70.00	.00	
1714	JILL HARDING	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 8	07/06/2026	80.00	.00	
1364	KURT HAUSER	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 7	07/06/2026	70.00	.00	
1665	LONNI ENQUIST	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 3	07/06/2026	30.00	.00	
1858	STEVE MILLER	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 15	07/06/2026	150.00	.00	
6699	TONYA BORGESON	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 4	07/06/2026	40.00	.00	
1407	VIRGINIA THOMPSON	26-0706	2ND QUARTER APRIL-MAY-JUNE 2026 - SOLD 9	07/06/2026	90.00	.00	
Total FUND EXPENDITURES:					980.00	.00	
Total BISBEE ARTS COMMISSION:					980.00	.00	
HOUSING INITIATIVE							
45-40-46000 OPERATIONAL EXPENSES							
2270	FAITH LAW	26-0701	FORECLOSURE SVCS. - 214 DOUGLAS RD. (FOR HOUSI	07/01/2026	4,999.00	.00	
Total :					4,999.00	.00	
Total HOUSING INITIATIVE:					4,999.00	.00	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	94	AIRPORT RD-AIRPORT	07/01/2026	16.00	16.00	07/06/2026
50-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910001898040	Bisbee JcT - Airport Rd #910001898040	06/30/2026	86.62	86.62	07/06/2026
Total FUND EXPENDITURES:					102.62	102.62	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total AIRPORT FUND:					102.62	102.62	
SEWER FUND							
54-1019900 CLEARING ACCT--SEWER/TRASH A/R							
2272	HARDIN & VALDEZ LL	26-0707	REFUND FOR OVERPAYMENT - 17 NIGHTHAWK	07/07/2026	104.50	.00	
2273	JOHN McGLASSON	26-0708	REFUND OF OVERPAYMENT-615 B SANTA CRUZ DR	07/08/2026	378.53	.00	
Total :					483.03	.00	
FUND EXPENDITURES							
54-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Waste Water	06/15/2026	81.40	81.40	07/06/2026
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	1002920000-0	940 W. Purdy Ln San Jose WW -#1002920000	06/25/2026	9,624.82	9,624.82	07/06/2026
54-40-22000 WATER							
1106	ARIZONA WATER CO	100015873-06-	320 Teran #100015873	06/25/2026	37.21	37.21	07/06/2026
1106	ARIZONA WATER CO	100078024-05-	6 W. HWY 80 100078024	06/16/2026	37.21	37.21	07/06/2026
54-40-34000 CONTRACT SERVICES							
6881	OPERATIONS MANA	BISBEE08-2	OPERATION, MAINTENANCE AND MANAGEMENT SERVIC	07/06/2026	73,742.50	73,742.50	07/09/2026
54-40-34010 CONTRACT SERVICES-COLLECTIONS							
7060	CINTAS	4274185919	UNIFORMS	06/30/2026	55.44	.00	
54-40-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08184320260	WW-LABOR	06/24/2026	18.00	.00	
54-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-070	FY27 1st Qtr Liability Ins - Wastewater	07/06/2026	27,944.43	27,944.43	07/08/2026
54-40-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON CAPITAL SE	1119-747Y-TG7	15.6 HD TOUCHSCREEN LAPTOP	06/26/2026	789.11	.00	
54-40-42060 INVENTORIED TOOLS							
4191	GRAINGER	9965549919	BATTERY	06/25/2026	378.01	.00	
54-40-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9968409079	GARAGE - PAPER TOWEL	06/29/2026	10.22	.00	
4191	GRAINGER	9973081657	GARAGE - TOILET PAPER	07/02/2026	10.57	.00	
54-40-46000 OPERATIONAL EXPENSES							
6891	ARIZONA CERTIFIED	16472	ANNUAL BACKFLOW TESTING-ANIMAL SHELTER	06/25/2026	150.00	.00	
54-40-46543 MANHOLE, PIPE & FITTINGS							
1862	B&D LUMBER & HAR	223745	PREMIX CONCRETE	06/24/2026	63.13	.00	
1862	B&D LUMBER & HAR	223839	STRIPING PNT, MRKING PNT, SHUT OFF VALVE	06/30/2026	50.73	.00	
6000	FERGUSON WATERW	0617715	PCV SWR, COUP	07/01/2026	1,331.35	.00	
54-40-55000 EQUIPMENT REPAIR & MAINT							
6881	OPERATIONS MANA	BISBEE08-2	REBATEABLE REPAIRS - AUGUST 2026	07/06/2026	16,666.67	16,666.67	07/09/2026
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	400032	18MO WTY BAT	06/22/2026	308.59	.00	
6536	BISBEE NAPA AUTO P	400697	CREDIT INV. 391002	07/01/2026	32.56-	.00	
54-40-81000 PRINCIPAL PMTS, LEASE PURCHAS							
5179	NATIONAL BANK OF	26-0703	PRINCIPAL-VACTOR TRUCK LOAN	07/03/2026	14,928.70	.00	
54-40-81500 INTEREST PMTS, LEASE PURCHASE							
5179	NATIONAL BANK OF	26-0703	INTEREST-VACTOR TRUCK LOAN	07/03/2026	523.80	.00	
Total FUND EXPENDITURES:					146,719.33	128,134.24	
Total SEWER FUND:					147,202.36	128,134.24	
SANITATION FUND							
FUND EXPENDITURES							
56-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Sanitation	06/15/2026	161.08	161.08	07/06/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
56-40-12500 RECRUITMENT/EMPLOYEE TESTING							
1600	NICKLE, RYAN	26-0624	CDL PHYSICAL-REIMBURSEMENT	06/24/2026	75.00	.00	
56-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	25% Sanitation	06/26/2026	25.75	25.75	07/06/2026
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4274185955	UNIFORMS	06/30/2026	66.40	.00	
56-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-070	FY27 1st Qtr Liability Ins - Sanitation	07/06/2026	11,685.85	11,685.85	07/08/2026
56-40-42060 INVENTORIED TOOLS							
4926	AMAZON CAPITAL SE	1NW9-JVMX-V	PRESSURE WASHER QUICK CONNECT	06/29/2026	35.05	.00	
56-40-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HAR	223770	CRL TAPE	06/25/2026	13.04	.00	
56-40-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9968409079	GARAGE - PAPER TOWEL	06/29/2026	10.22	.00	
4191	GRAINGER	9973081657	GARAGE - TOILET PAPER	07/02/2026	10.58	.00	
56-40-46000 OPERATIONAL EXPENSES							
4926	AMAZON CAPITAL SE	116K-WX1H-D	15.6 HD TOUCHSCREEN LAPTOP	06/26/2026	789.11	.00	
56-40-46562 RECYCLING PROGRAM							
1659	ACE HARDWARE	45643	DRILLING HMMR	06/29/2026	20.48	.00	
1659	ACE HARDWARE	45667	BAL AND HEX	07/01/2026	18.62	.00	
5957	BARNETT'S PROPAN	26-0630	CREDIT	06/30/2026	.05-	.05-	07/08/2026
7060	CINTAS	4274185861	UNIFORMS	06/30/2026	51.81	.00	
4191	GRAINGER	9973081657	GARAGE - TOILET PAPER	07/02/2026	10.58	.00	
56-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	400373	HOSE FITTING	06/26/2026	61.00	.00	
1532	CITY OF SIERRA VIST	5907	FREIGHTLINER	06/24/2026	993.28	.00	
56-40-62002 TIRES							
1854	W R RYAN - FIRESTO	T36836	FRONT TIRE REPLACED	06/03/2026	1,343.55	.00	
1854	W R RYAN - FIRESTO	T36889	FRONT TIRE REPLACED	06/11/2026	1,343.55	.00	
1854	W R RYAN - FIRESTO	T36947	TIRE REPAIR	06/18/2026	91.44	.00	

Total FUND EXPENDITURES:

16,806.34 11,872.63

Total SANITATION FUND:

16,806.34 11,872.63

**QUEEN MINE FUND
FUND EXPENDITURES****59-40-11501 STANDARD DISABILITY INSURANCE**

5455	MUTUAL OF OMAHA	2123440626	STD - Queen Mine	06/15/2026	108.23	108.23	07/06/2026
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59-40-22000 WATER

1106	ARIZONA WATER CO	100054358-06-	Queen Mine - 100054358	06/16/2026	137.72	137.72	07/06/2026
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59-40-22550 SEWER AND GARBAGE SERV.

1225	BISBEE PUBLIC WOR	94	478 N DART RD-QUEEN MINE	07/01/2026	424.24	424.24	07/06/2026
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59-40-23000 GAS/WOOD

7012	BUD BLANCHARD/B	334754	FIREWOOD	07/07/2026	3,303.00	3,303.00	07/13/2026
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59-40-46591 MERCHANDISE

2269	AMERICAN DREAME	363	EARRINGS, BRACELETS, NECKLACES	07/02/2026	393.99	.00	
5690	DOS DAMAS DESIGN	17070626-1	FIGURINES	07/06/2026	227.05	.00	
6646	EARTH VIEW, INC.	63555	MINI FIGURINES	07/01/2026	227.70	.00	
6197	JOY CRAFTERS INC.	83032	MINI HEARTS, RAKU MEDALLION MAGNET, COPPER MAT	07/02/2026	1,268.33	.00	
6197	JOY CRAFTERS INC.	83035	LASER ENGRAVED WOOD ORNAMENTS, MAGNETS, CR	07/02/2026	545.03	.00	
5876	PILGRIM IMPORTS	00119884	ASSORTED OF ORNAMENTS	07/07/2026	1,140.89	.00	
1800	RUSTIC IRONWERKS	38681	MAGNET-MINER/BURRO-QMT	07/01/2026	356.00	.00	

59-40-55100 REPAIR & MAINT - OTHER

1659	ACE HARDWARE	45630	EVAPORATIVE COOLER 120V 500SQ	06/25/2026	176.99	.00	
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Total FUND EXPENDITURES:

8,309.17 3,973.19

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total QUEEN MINE FUND:					8,309.17	3,973.19	
MISC. GRANTS							
78-30-23011 LIBRARY - BAC GRANT							
4926	AMAZON CAPITAL SE	11N7-CTJJ-6C	CHILDREN'S SPANISH BOOKS - GRANT FUNDED	07/01/2026	262.51	.00	
Total :					262.51	.00	
FUND EXPENDITURES							
78-40-23008 LIBRARY LSTA GRANT,FED THRU AZ							
4926	AMAZON CAPITAL SE	16YM-MNT4-7	LIBRARY DONATIONS	07/01/2026	325.20	.00	
1153	BISBEE OBSERVER	11800	COMMUNITY PHOTO AD	06/29/2026	134.55	.00	
Total FUND EXPENDITURES:					459.75	.00	
Total MISC. GRANTS:					722.26	.00	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2123440626	STD - Transit Manager	06/15/2026	22.43	22.43	07/06/2026
96-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-070	FY27 1st Qtr Liability Ins - Bus	07/06/2026	2,794.44	2,794.44	07/08/2026
96-40-41505 ADMIN SUPPLIES							
4926	AMAZON CAPITAL SE	11LF-J4CX-PQ	INSTA 360 MIC PRO TRANSMITTER	07/02/2026	23.28	.00	
4926	AMAZON CAPITAL SE	1JYX-QTX6-JG	ICLEVER BLUETOOTH NUMBER PAD	07/09/2026	21.50	.00	
2412	COPPER QUEEN PU	23490	TRANSIT MANAGER BUSINESS CARDS	06/04/2026	34.25	.00	
2176	KONICA MINOLTA BU	509081397	MONTHLY MAINTENANCE AGREEMENT - BISBEE BUS - J	06/30/2026	77.78	.00	
Total FUND EXPENDITURES:					2,973.68	2,816.87	
Total BISBEE BUS FUND:					2,973.68	2,816.87	
Grand Totals:					658,209.62	517,416.09	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
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Report Criteria:
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.



AGENDA ITEM NUMBER 2a

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 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 JULY 7, 2026, AT 7:00 PM.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on July 7, 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,
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager

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, JULY 7, 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 Cesilia C. Garcia, Ward I

STAFF

Ashlee Coronado, City Manager

Nina Williams, Deputy City Clerk

Keri Bagley, Finance Director

Matthew Gurney, Public Works Director

Tim Cox, Police Chief

Jay Ritchie, Deputy Police Chief

Jim Richardson, Fire Chief

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 Budge provided several project updates. He stated that bids for one section of the Bikeways project and the cleanup of 30 Main Street, the building that had burned, were due Thursday. He expressed hope that favorable bids would be received, allowing Council to consider awarding contracts at the next regular meeting.

He also noted that the city had received a bid of approximately \$270,000 for the first of three to four major retaining wall repairs, which was on the evening's agenda. He said the city was moving forward on several infrastructure priorities.

CALL TO THE PUBLIC

- Fred Miller spoke in support of Councilmember Schumacher and expressed concern about the number of executive sessions held by the Council.
- Swan Eagle Fitzgerald spoke against the use of city property by ICE and urged the Council and public to take action to prevent it.
- Nolan Gougnet spoke about constitutional rights, civic courage, and the public's responsibility to hold government accountable.

- Circles Robinson urged the Council to place proposed regulations regarding ICE operations on city property back on the agenda for public discussion and a vote.
- Cado Daily spoke in support of Agenda Item 3, citing projected economic benefits from the Bikeways project and encouraging Council approval.

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 \$778,565.95.

SECOND: Councilmember Skinner

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, June 16, 2026.

Nina Williams, Deputy City Clerk

- B. Approval of the Minutes of the Special Session of Mayor and Council held on Thursday, June 11, 2026.

Nina Williams, Deputy City Clerk

- C. Approval of the Minutes of the Special Session of Mayor and Council held on Tuesday, June 16, 2026.

Nina Williams, Deputy City Clerk

- D. Approval of the Minutes of the Special Session of Mayor and Council held on Tuesday, June 23, 2026.

Nina Williams, Deputy City Clerk

- E. Approval of the Appointment of Jeffrey Vanderhorst to the Planning and Zoning Commission.

Nina Williams, Deputy City Clerk

- F. Approval to allow the Bisbee Police Department to enter an Intergovernmental Agreement with the Arizona Child Abduction Response Team (AZCART).

Tim Cox, Police Chief

- G. Approval of a new updated one-time promotional Equipment Incentive Credit (EIC) offer agreement between Verizon Wireless and the Bisbee Police Department for the acquisition of 22 new portable router (jet pack) devices in the amount of \$9,350.

Tim Cox, Police Chief

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

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

OLD BUSINESS

3. Discussion and Possible Approval to Reconsider and Approve Resolution R-26-17, Authorizing the use and Transfer of Funds in the amount of \$100,000.00 from Capital Improvement, originally Bed Tax Funds, to be used for the Shared Use Path Lavender Pit East Segment, if necessary, due to the resolution not receiving the required supermajority vote.

Ken Budge, Mayor

Mayor Budge clarified that the Council's June 16th action was a vote to reconsider, not to rescind, correcting recent public commentary.

He also addressed claims that the proposed \$100,000 would be better spent on tourism marketing. Citing current fund balances, he reported that the Visitors Fund and Capital Improvements Fund together held approximately \$394,000 in reserves, with the Visitors Fund expected to exceed \$305,000 after June revenues. He argued that adding another \$100,000 to an already well-funded account would not produce an immediate return, as the current budget was already established and the funds were unlikely to be spent soon. He reiterated that the Bikeways project represents a long-term investment.

Meggen Connelley provided an update on the Bikeways project. At Councilmember Sowid's request, the update was repeated to assist in reconsideration of the item. Ms. Connelley reported that bids for the east and west segments were due Thursday and that the City must issue a notice to proceed by the end of July to meet grant deadlines. She explained that the \$100,000 authorization was intended as a contingency if bids exceeded estimates, allowing the project to move forward without delaying for additional Council action. The funds might not be needed. She also reported that Bisbee Bikeways had raised \$900,000 in private funding and that ADOT had agreed to repave the travel lanes at its own expense, significantly improving the project's financial outlook. However, she cautioned that fluctuating oil prices continued to create uncertainty in construction bids.

Councilmember Sowid thanked Ms. Connelley and stated that successful fundraising, ADOT's contribution, and the project's tight timeline had persuaded him to support the resolution.

MOTION: Mayor Budge moved to approve Resolution R-26-17, Authorizing the use and Transfer of Funds in the amount of \$100,000.00 from Capital Improvement, originally Bed Tax Funds, to be used for the Shared Use Path Lavender Pit East Segment, if necessary.

SECOND: Councilmember Damon

ROLL CALL VOTE:

AYES: Councilmember Skinner, Damon, Garcia, Sowid, Cline and Mayor Budge

NAYS: Councilmember Schumacher

MOTION PASSED: AYES-6 NAYS-1

Mr. Estes, City Attorney provided an overview applicable to Agenda Items 4 through 11, explaining that municipalities periodically update their professional codes—building, electrical, fire, plumbing, and related codes—in alignment with updated international standards. The International Building Code and related model codes are revised every two to four years based on experience from municipalities worldwide. The City may adopt these codes as written, with modifications, additions, or exclusions tailored to local conditions. The series of ordinances before the Council represented the City's comprehensive update of its professional code library.

4. Discussion and Possible Approval of Ordinance O-26-10; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: The 2024 International Building Code, the 2024 International Existing Building Code, and the 2024 International Residential Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing

Chapter 7 "Building," Article 7.1 "Building Code," Sections 7.1.1 through 7.1.1D of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Sowid moved to approve Ordinance O-26-10; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: The 2024 International Building Code, the 2024 International Existing Building Code, and the 2024 International Residential Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building," Article 7.1 "Building Code," Sections 7.1.1 through 7.1.1D of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

SECOND: Councilmember Skinner

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

5. Discussion and Possible Approval of Ordinance O-26-11; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Plumbing Code, Including all Tables and Appendices, Except as specifically Amended by this Ordinance; Repealing 7.2, "Plumbing Code," Section 7.2.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Garcia moved to approve Ordinance O-26-11; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Plumbing Code, Including all Tables and Appendices, Except as specifically Amended by this Ordinance; Repealing 7.2, "Plumbing Code," Section 7.2.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

SECOND: Councilmember Damon

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

6. Discussion and Possible Approval of Ordinance O-26-12; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2023 National Electric Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building," Article 7.3, "Electrical Code," Section 7.3.1 through 7.3.2 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Cline moved to approve Ordinance O-26-12; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2023 National Electric Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building," Article 7.3, "Electrical Code," Section 7.3.1 through 7.3.2 of the City Code; Providing for the

Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

SECOND: Councilmember Sowid

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

7. Discussion and Possible Approval of Ordinance O-26-13; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Fire Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building" Article 7.4, "Fire Code," Section 7.4.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Jim Richardson, Fire Chief

MOTION: Councilmember Damon moved to approve Ordinance O-26-13; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Fire Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building" Article 7.4, "Fire Code," Section 7.4.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

SECOND: Councilmember Skinner

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

8. Discussion and Possible Approval of Ordinance O-26-14; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Mechanical Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building" Article 7.5, "Mechanical Code," Section 7.5.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Skinner moved to approve Ordinance O-26-14; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Mechanical Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building" Article 7.5, "Mechanical Code," Section 7.5.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

SECOND: Councilmember Sowid

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

9. Discussion and Possible Approval of Ordinance O-26-15; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Property Maintenance Code, Including all Tables and Appendices, Except as specifically Amended by this Ordinance; Repealing 7.6, "Property Maintenance Code," Section 7.6.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Damon moved to approve Ordinance O-26-15; Amending the City Code by Adopting the Following Publications in Place of the Current Publications: 2024 International Property Maintenance Code, Including all Tables and Appendices, Except as specifically Amended by this Ordinance; Repealing 7.6, "Property Maintenance Code," Section 7.6.1 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

SECOND: Councilmember Cline

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

10. Discussion and Possible Approval of Ordinance O-26-16; Amending the City Code by Adopting the following Publications in place of the Current Publications: The 2024 International Fuel Gas Code, the 2024 International Energy Conservation Code and by Adding and Adopting the 2024 International Swimming Pool and Spa Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building," Article 7.7, "Additional Code," Section 7.7.1 through 7.7.4 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

Xavier Rodriguez, Building Inspector / Code Enforcement

MOTION: Councilmember Garcia moved to approve Ordinance O-26-16; Amending the City Code by Adopting the following Publications in place of the Current Publications: The 2024 International Fuel Gas Code, the 2024 International Energy Conservation Code and by Adding and Adopting the 2024 International Swimming Pool and Spa Code, Including all Tables and Appendices, Except as Specifically Amended by this Ordinance; Repealing and Replacing Chapter 7 "Building," Article 7.7, "Additional Code," Section 7.7.1 through 7.7.4 of the City Code; Providing for the Repeal of Conflicting Ordinances; Providing for Severability; Providing for Penalties; and Providing for an Effective Date.

SECOND: Councilmember Sowid

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

11. Discussion and Possible Approval of Ordinance O-26-17; Amending the City Code by Repealing Chapter 4 "Police and Fire Departments," Article 4.4, "International Fire Code"; Providing for Severability.

Jim Richardson, Fire Chief

MOTION: Mayor Budge moved to approve Ordinance O-26-17; Amending the City Code by Repealing Chapter 4 "Police and Fire Departments," Article 4.4, "International Fire Code"; Providing for Severability.

SECOND: Councilmember Cline

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

NEW BUSINESS

12. Public Hearing and Discussion and Possible Approval of a Special Use Permit 26-01, Submitted by Chris Brinkmeyer for the Purpose of Establishing a Remote Tasting Room at 14 Main Street, Bisbee, AZ.
J. Emanuel Stuart, City Planner

Mr. Stuart presented Special Use Permit 26-01, submitted by Chris Brinkmeier to establish a wine tasting room at 14 Main Street (the former Cornucopia location). He noted the Planning and Zoning Commission recommended approval at its June 18 meeting and referenced the Council's recent approval of a similar permit at 202 Tombstone Canyon. He explained the property was zoned Commercial Mixed 2 within the entertainment district. Because the zoning code neither specifically permits nor prohibits wine tasting rooms, the request required a special use permit. He stated the proposed use was compatible with surrounding commercial development, requires no new infrastructure, was consistent with permitted uses in the area and the City's General Plan, and generated no public opposition.

Mayor Budge opened the public hearing. With no public comments or written correspondence received, the hearing was closed.

During Council discussion, Councilmember Sowid asked about a handwritten correction to the application fee.

Ms. Williams explained the correct fee was \$350 and that the applicant had used an outdated form.

MOTION: Councilmember Skinner moved to approve Special Use Permit 26-01, submitted by Chris Brinkmeier for the purpose of establishing a remote tasting room at 14 Main Street, Bisbee, Arizona.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

13. Discussion and Possible Approval of a Remote Tasting Room Liquor License Application submitted by Chris Brinkmeyer, owner of Skyhaven Reach Bisbee Tasting Room LLC, dba Skyhaven Wines, for a Tasting Room to be located offsite from the winery at 14 Main Street, Bisbee, AZ.
Ashlee Coroando, City Manager

Mayor Budge introduced the liquor license application for the tasting room at 14 Main Street.

Councilmember Garcia asked about the application language stating no manager would be on site for daily operations.

Applicant Chris Brinkmeier clarified that either he or his co-owner, Bridgette, would be present whenever the tasting room was open. He stated Bridgette was completing the required state training and would manage daily operations, and that he would also hold the required license and could serve in a management role.

MOTION: Councilmember Skinner moved to approve the Remote Tasting Room Liquor License Application submitted by Chris Brinkmeier, owner of Skyhaven Reach Bisbee Tasting Room LLC, dba Skyhaven Wines, for a tasting room to be located at 14 Main Street, Bisbee, Arizona.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

14. Discussion and Possible Approval to Award the Bid for the Retaining Wall Reconstruction at 61 Brewery Avenue to Sellers and Sons, Inc.

Matthew Gurney, Public Works Director

Mr. Gurney presented the bid award for reconstruction of the failed retaining wall at 61 Brewery Avenue. The project will stabilize the site, improve safety, and prevent further deterioration through installation of a shotcrete and soil nail retaining wall system. The city received seven bids, which Mr. Gurney said was an unusually strong response, and recommended awarding the contract to Sellers and Sons of Tucson for \$274,770, including a one-year warranty.

Councilmember Schumacher asked why it had taken about a year to move forward with repairs. Mr. Gurney explained that the project was redesigned after the initial bid process, a subsequent solicitation received only one high bid, and additional design, bidding, and administrative work extended the timeline. He noted the area had been repeatedly barricaded, though barricades were often moved by the public. The contractor expects completion by approximately September 15, weather permitting.

Councilmember Sowid asked whether pedestrian access would remain open during construction. Mr. Gurney said the walkway would be closed during active construction, though access to the adjacent residence would be maintained.

Councilmember Skinner questioned the large gap between the lowest and highest bids. Mr. Gurney explained that all bidders received the same information and attended the same site walkthrough, and the project engineer confirmed the bids were evaluated consistently.

Councilmember Sowid also asked what protections were in place against excessive change orders from the low bidder. Mr. Gurney and the project engineer stated that all bidders bid on the same scope of work and noted Sellers and Sons has a strong history of completing projects at the bid price.

Mayor Budge remarked that this was the first of several retaining walls the city will need to address and noted that the one-percent infrastructure tax has been dedicated to funding such projects.

MOTION: Councilmember Skinner moved to award the bid for the retaining wall reconstruction at 61 Brewery Avenue to Sellers and Sons, Incorporated.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

15. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-26-18, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 107 N. Taylor Avenue, Bisbee, AZ.

Ashlee Coroando, City Manager

Ms. Coronado stated that the property at 107 North Taylor Avenue was a unit within the city's workforce housing program, and that TIMO Holdings LLC wished to deed the property to the city in anticipation of an eventual sale. Ms. Coronado explained that the transfer was intended to streamline the escrow process when a qualified buyer was identified. She noted that no buyer had yet been secured and that the transfer was not being undertaken on an emergency timeline, unlike some prior workforce housing transactions.

MOTION: Councilmember Sowid moved to approve the Notice of Intent to Adopt Ordinance O-26-18, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 107 North Taylor Avenue, Bisbee, Arizona.

SECOND: Councilmember Damon

ROLL CALL VOTE:

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

NAYS: 0

MOTION PASSED: AYES-7 NAYS-0

16. Discussion and Possible Approval of the appointment of Nina Williams as Interim City Clerk for the City of Bisbee.

Ken Budge, Mayor

Mayor Budge explained the procedural basis for the appointment, noting that under the City Charter, the City Clerk was selected by the City Manager and confirmed by the Council, with the Clerk then reporting to the Council. City Manager Ashlee Coronado had recommended the appointment of Nina Williams, who had been serving as Deputy City Clerk.

Councilmember Schumacher, who had worked closely with Ms. Williams for several years, said she could not imagine a better choice for the position, describing her as both "a very nice person and a very competent person." She also noted that the added responsibilities should be accompanied by an appropriate salary increase, which the City Manager confirmed would be handled administratively.

Councilmembers expressed their support.

MOTION: Mayor Budge moved to approve the appointment of Nina Williams as Acting City Clerk for the City of Bisbee.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

18. City Manager's Report:

17. Discussion and Possible Approval of a Motion to Go into Executive Session Pursuant to A.R.S. § 38-431.03(A)(3) for discussion and consultation with the City's Attorney regarding matters related to the performance, duties, responsibilities, and conduct of a member of the City Council and to receive legal advice regarding legal and procedural issues.

Ken Budge, Mayor

Mayor Budge noted that a member of the public had signed up to speak on this item but advised that there was nothing to discuss at the Call to the Public stage for an executive session item and indicated he would not be calling the individual forward.

MOTION: Mayor Budge moved to enter into executive session pursuant to A.R.S. § 38-431.03(A)(3).

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

MOTION: Mayor Budge moved to come out of executive session.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

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.):

Mayor Budge stated that with no further business before this Council this meeting was adjourned.

ADJOURNMENT: 9:15PM

Ken Budge, Mayor



AGENDA ITEM NUMBER 2B

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ **CONSENT** ☒

TYPE OF ACTION:

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

SUBJECT: Approval of the Appointment of Debra Sampson to the Parks and Recreation Committee.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the appointment of Debra Sampson to the Parks and Recreation Committee.

DISCUSSION:

Ms. Sampson has submitted her application to serve on the Parks and Recreation Committee.

If approved, Ms. Sampson will serve on the Committee from July 22, 2026, to January 15, 2029.

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Nina Williams
Nina Williams
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado
City Manager



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

MAR 16 2026

City Clerk's Office
City of Bisbee

2:31 PM DE

Date of Application: March 16, 2026

*** Board interested to serve:**

☐ Airport Advisory Commission	☐ Charter Review Committee	☐ Civil Service Commission
☐ Building Advisory Board of Appeals	☐ Design Review Board	☐ Evergreen Cemetery Committee
☐ Library Advisory Board	☒ Parks and Recreation Committee	☐ Planning and Zoning Commission
☐ Police and Fire Advisory Committee	☐ Public Safety Personnel Retirement Board	☐ Transit Advisory Committee
☐ Bisbee Arts Commission	☐ Board of Adjustment	

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

SAMPSON
Last Name

DEBRA
First Name

D
Middle Initial

Mailing Address

Number

Street

City

State

Zip Code

Residential Street Address: S.A.B.

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for THREE years * Are you currently on any Boards? No
* (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates)

Employed: Bachelor of Art-Speech Communication - California State College - Northridge, CA

④ Senior Training Coordinator - Seattle City Light - Training Unit - 2003-2018

④ Community Outreach Specialist - City of Seattle - 1996-2003

④ Academic Advisor - Lake Washington Technical College - 1989-1994

Please provide a brief summary of Civic/Volunteer Experience:

④ Project Wildlife Bisbee - Volunteer; assisted in planting and maintenance at Vista Park

④ Foxl Bank Founder in Independence, CA - started Foxl Bank during COVID; Purchasing equipment and running the foxl Bank, which is still going.

④ Friends of Recycling - City of Seattle Recycling Program: outreach Seattle's Residential recycling Program

Other Background Information Relevant to Serving in this Position:

Over the life of my career I've put on many events large and small that required recruiting and organizing volunteers to make the event a success. I've started organizations that have responded to community needs that are still going strong.

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

I have lived in cities with great park systems. I have seen the value they bring to the community with a broad appeal to all of its citizens. I live near Vista Park and have planted over 300 native plants as part of Project Wildlife Bisbee. The great parks have long great histories but also adapt to the changing needs of its users and as a big fan of them I would love to be part of

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

WAIVER REQUEST (If Applicable):

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

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

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

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

Signature: *h. Searcy* Date: *March 16, 2026*

When complete, please return to:
City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov



AGENDA ITEM NUMBER 2C

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: **Approval of the Appointment of Chuck Sienbenthal to the Planning and Zoning Commission.**

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

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to approve the appointment of Chuck Sienbenthal to the Planning and Zoning Commission.**

DISCUSSION:

Mr. Sienbenthal has submitted his application to serve on the Planning and Zoning Commission.

If approved, Mr. Sienbenthal will serve on the Commission from July 22, 2026, to January 15, 2029.

FISCAL IMPACT: **N/A**

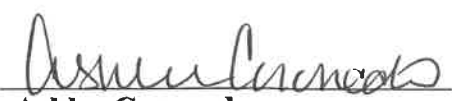
DEPARTMENT LINE-ITEM ACCOUNT: **N/A**

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

Prepared by:


Nina Williams
Acting City Clerk

Reviewed by:


Ashlee Coronado
City Manager



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

Date of Application: June 28th, 2026

JUL 06 2026

City Clerk's Office
City of Bisbee

*** Board interested to serve:**

☐ Airport Advisory Commission	☐ Charter Review Committee	☐ Civil Service Commission
☐ Building Advisory Board of Appeals	☐ Design Review Board	☐ Evergreen Cemetery Committee
☐ Library Advisory Board	☐ Parks and Recreation Committee	☒ Planning and Zoning Commission
☐ Police and Fire Advisory Committee	☐ Public Safety Personnel Retirement Board	☐ Transit Advisory Committee
☐ Bisbee Arts Commission	☐ Board of Adjustment	

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

Siebenthal

Chuck

Last Name

First Name

Middle Initial

Bisbee AZ. 85603

Mailing Address

Number

Street

City

State

Zip Code

Residential Street Address:

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for 4 years * Are you currently on any Boards? no
* (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates

Employed): 1978 through 2010 General Contractor doing Construction design, permit processing, including design review to historical guidelines, building code compliance & project management

Please provide a brief summary of Civic/Volunteer Experience:

President of Kukilakila homeowner's association, Kailua, Hawaii including 103 town home owners in the years 2003 through 2008.

Other Background Information Relevant to Serving in this Position:

Past Certifications • EPA lead renovators certification #R-I-88611-09-00020 •

Hawaii Contractor's license • Nationally Certified Kitchen Designer (CKD) Register #1034136

State of Colorado Notary Public #20104053789 • New Mexico Contractor's license •

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

I have 30+ years of construction experience including projects with valuations of between \$20,000 and \$1.5 million dollars.

I have 30+ years of experience doing Construction drawings, permit processing and Designs.

My work was in both residential and commercial.

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

WAIVER REQUEST (If Applicable):

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

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

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

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

Signature: _____

Date: _____

When complete, please return to:

City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

E-mail: acoronado@bisbeeaz.gov
nwilliams@bisbeeaz.gov

Chuck Siebenthal



Industry Experience

2010 to present --- Retired

1988 – 2010

Honolulu, Hawaii

President - Seven Valleys Design/Build

- Project management
- Building Code Compliance
- Home Remodeling/New home Construction with valuations between \$20,000 and \$1.5 Million
- Construction drawings and permit processing
- Kitchen and Bath design
- Designed and built multiple projects including residential and commercial projects
- Processed construction plans with Honolulu Board of Zoning including Historical guidelines

2003 – 2008

Kailua, Hawaii

President – Kukilakila Homeowner's association including 103 town home owners. Required the design review and permits for owners projects. Developed association owner's construction specifications

1978 – 1988

Cedar Crest, New Mexico

Owner – Charles Siebenthal Construction, Inc.

- Designed and built new homes
- Processed building permits including construction drawings and specifications

Past Certifications

- **EPA lead renovators certification #R-I-88611-09-00020**
- **State of Colorado Notary Public #20104053789**
- **New Mexico Contractor's license**
- **Hawaii Contractor's license**
- **Nationally Certified Kitchen Designer (CKD) Register #1034136**

Education

- **AA in Business**
- **New Mexico & Hawaii construction codes & law**

Experience

Trades

- **Window and door installation**
- **Finish Carpentry**
- **Roofing**
- **Insulation**
- **Steel and wood framing**
- **Siding & Sheathing**
- **Roofing**
- **Journeyman level Plumbing**
- **Journeyman level Electrical**
- **Mechanical**
- **Drywall**
- **Painting**
- **Gutters**
- **Cabinet Installation**
- **Decking**

Business

- **Sales**
- **Marketing**
- **Proposals/contracts**
- **Project Management multiple jobs at same time**
- **Construction drawings**
- **Material take-offs**
- **Employee & sub-contractor scheduling**
- **Job-Costing**
- **Quality control**



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:
RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility and Right-of-Way Use permit for the use of City Park for the Maritime Market Place, Main Street for a Parade from the Iron Man Statue to end in Brewery Gulch and the City Pool for Mermaid Swim; events to be held from Friday, August 7, 2026, at 4:00pm through Sunday, August 9, 2026, until at 12:00pm (Noon).

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use permit for the use of City Park for the Maritime Market Place, Main Street for a Parade from the Iron Man Statue to end in Brewery Gulch and the City Pool for Mermaid Swim; events to be held from Friday, August 7, 2026, at 4:00pm through Sunday, August 9, 2026, until at 12:00pm (Noon).

DISCUSSION:

Elle Peltola has submitted a Park, Facility and Right-of-Way Use permit for the use of City Park for the Maritime Market Place, Main Street for a Parade from the Iron Man Statue to end in Brewery Gulch and the City Pool for Mermaid Swim; events to be held from Friday, August 7, 2026, at 4:00pm through Sunday, August 9, 2026, until at 12:00pm (Noon).

Staff has reviewed the Permit and recommends approval.

Refundable deposit \$50.00 and all Vendor Fees to be paid after event.

FISCAL IMPACT: \$460.14

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado
City Manager



RECEIVED

JUL 01 2026

City Clerk's Office
City of BisbeePublic Works / Park & Recreations Department
118 Arizona Street - Bisbee, AZ 85603-(520) 432-6002
LValdez@BisbeeAZ.gov

PERMIT NO:

38-26

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: 06/10/26

Name and Title (If Applicable): Elle Peltola

Organization Name (If Applicable): Bisbee Pirate Weekend

Applicant or Organization Mailing Address PO Box, Bisbee AZ 85603

Phone: Contact Name and Phone # during event: Elle Peltola, 323-578-6714

Email Address: Ahoy @ BisbeePirateWeekend.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: Bisbee Pirate Weekend

Expected Attendance: 1500

Event Date(s): August 7th, 8th, 9thStart Time: Aug 7th 4pm

End Time: Aug 9, noon

Event Location and Address: City Park / Pool / main 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):

Friday -

Saturday - Maritime Marketplace, City Park 7am-5pm; Parade from Iron Man statue to end in Brewery Gulch

Sun - Mermaid Swim, City Pool, 10am - Noon

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

Note: Would like to request both sides of main St be closed.
Had a close call for New Year's Parade.

☐	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:	\$ 336.14
TOTAL ADDED FEES:	TOTAL SUBMITTED:
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT	
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 EP

DATE: 6/30/76

FOR CITY USE ONLY

Police Department Approval



Yes



No

Jay Ritchie

Initials

07/07/2026

Date

Remarks

Spoke with event coordinator and recommend they reach out to the AZ Rangers to aid in the event.

Will speak on 7/14/26 to determine what number of police staff will be needed.

Public Works Approval



Yes



No

Matthew Gurney

Initials

06/07/2026

Date

Remarks

Fire Department Approval



Yes



No

Kevin Pacheco

Kevin Pacheco (Jul 6, 2026 12:00:07 PDT)

Initials

06/07/2026

Date

Remarks

COUNCIL ACTION: Approve ☐

Deny ☐

Mayor's Signature

Date

With conditions as noted:

Jim Richardson

Jim Richardson (Jul 6, 2026 11:27:40 PDT)

Julio Dolk

Julio Dolk (Jul 6, 2026 12:34:21 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.

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
X	PERMIT FEE NON-COMMERCIAL	\$25.00
/	PERMIT FEE COMMERCIAL	\$120.00
X	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 3
	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2026

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		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE (A/C No. Ext): (855) 493-8368	FAX (A/C No.):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549		
	Grass Valley	CA 95945	
INSURED		INSURER(S) AFFORDING COVERAGE	
Pirates of the Sky Islands		INSURER A: Lloyds Syndicate 2623 82%	
c/o James Mahoney		INSURER B: Lloyds Syndicate 623 18%	
P.O. Box 342		INSURER C:	
Bisbee		INSURER D:	
AZ 85603		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	EH-771326-L4476212	08/07/2026 12:01 AM	08/10/2026 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES \$ 100,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	☒ Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						Deductible \$ 500
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13.

Coverage Date(s): 08/07/2026-08/09/2026

Attendance: 1500, Event Type: Festival & Cultural Event - Indoor/Outdoor.

Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

City of Bisbee 118 Arizona St Bisbee AZ 85603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**BISBEE PIRATE WEEKEND
CITY PARK, MAIN STREET, POOL
AUGUST 7-9, 2026**

PERMIT #38-26

Permit Fee	\$ 120.00
Band Shell	\$ 75.00
Electricity	\$ 25.00
“NO PARKING” Signs (\$5.00 x 3)	\$ 15.00
Park staff (1hr x \$30.00/hr)	\$ 30.00
Trash Cans (4 x \$26.00 ea)	\$104.00
Special Event License	<u>\$ 41.14</u>
TOTAL	\$410.14
Deposit (Refundable)	\$ 50.00
GRAND TOTAL	\$460.14

(Vendor fees \$6.24/vendor should be paid after event)



AGENDA ITEM NUMBER 2E

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility and Right-of-Way Use permit for the Bisbee Fire Department for the use of Vista Park for the Bisbee Fire Local 2146 Horseshoe Tournament Fundraiser event to be held on Saturday, August 8, 2026, from 10:00am to 8:00pm with a possible waiver of fees.

„FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use permit for the Bisbee Fire Department for the use of Vista Park for the Bisbee Fire Local 2146 Horseshoe Tournament Fundraiser event to be held on Saturday, August 8, 2026, from 10:00am to 8:00pm with a waiver of fees.

DISCUSSION:

The Bisbee Fire Department has submitted a Park, Facility and Right-of-Way Use permit for the use of Vista Park for the Bisbee Fire Local 2146 Horseshoe Tournament Fundraiser event to be held on Saturday, August 8, 2026, from 10:00am to 8:00pm.

Staff has reviewed the Permit and recommends approval.

FISCAL IMPACT: Waiver of Fees

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by:

Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado
City Manager



RECEIVED

JUL 02 2026

City Clerk's Office
City of BisbeePublic Works / Park & Recreations Department
118 Arizona Street - Bisbee, AZ 85603 - (520) 432-6002
LValdez@BisbeeAZ.gov

PERMIT NO: 42-26

**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: 06-09-2026

Name and Title (If Applicable): Brandon Hilderbrand, EMT/Firefighter w/ Bisbee Fire

Organization Name (If Applicable): Bisbee Firefighters Local 2146

Applicant or Organization Mailing Address 192 W. Highway 92, Bisbee, AZ 85603

Phone: 520-678-3609 Contact Name and Phone # during event: Brandon Hilderbrand, 520-678-3609

Email Address: bhilderbrand@bisbeeaz.gov

☒ 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: Bisbee Fire Local 2146 Horseshoe Tournament Fundraiser Expected Attendance: 50 to 100

Event Date(s): 08/08/2026

Start Time: 1000

End Time: 2000

Event Location and Address: Vista Park, 500 W. Vista Ave., Bisbee, AZ 85603

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):

Community horseshoe tournament fundraiser hosted by Bisbee Firefighters Local 2146.

Food and non-alcoholic beverages will be available for purchase.

A separate Special Event Liquor License application has been submitted for a controlled beer garden.

Proceeds will support community outreach and firefighter community programs.

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

☐ 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 ACKNOWLEDGEMENT

Applicant shall indemnify, defend, save and hold harmless the City of Bisbee and its 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, 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 Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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

PERMIT HOLDER INITIALS BLN DATE: 06/09/2026

Police Department Approval Yes No Initials _____ Date _____

Remarks _____

Public Works Approval Yes No Initials _____ Date _____
 Remarks _____

Fire Department Approval	Yes	No	Initials_____	Date_____
Remarks_____				

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

BRIGGS AVE

VISTA PARK SPECIAL EVENT SITE PLAN

IAFF Local 2146
Horseshoe Fundraiser

Event Date:
August 8, 2026

Bisbee, Arizona

LEGEND

-  Event Perimeter / Barricade
-  Entrance
-  Tent / Seating Area
-  Food Vendor (Food Truck)
-  Alcohol Sales Booth
-  Existing Tree
-  Existing Gazebo / Ramada
-  Existing Playground (2 Locations)
-  Horseshoe Pits (Existing)
-  Emergency Access Route

NOTES:

- Entire park area enclosed
- Alcohol allowed within event perimeter
- Alcohol IDs will be checked to receive alcohol wristbands at the alcohol booth or one of the tent tables
- All entrances include ID check
- Barricades are pedestrian-only

N



NOT TO SCALE

W VISTA

ENTRANCE 1
W VISTA

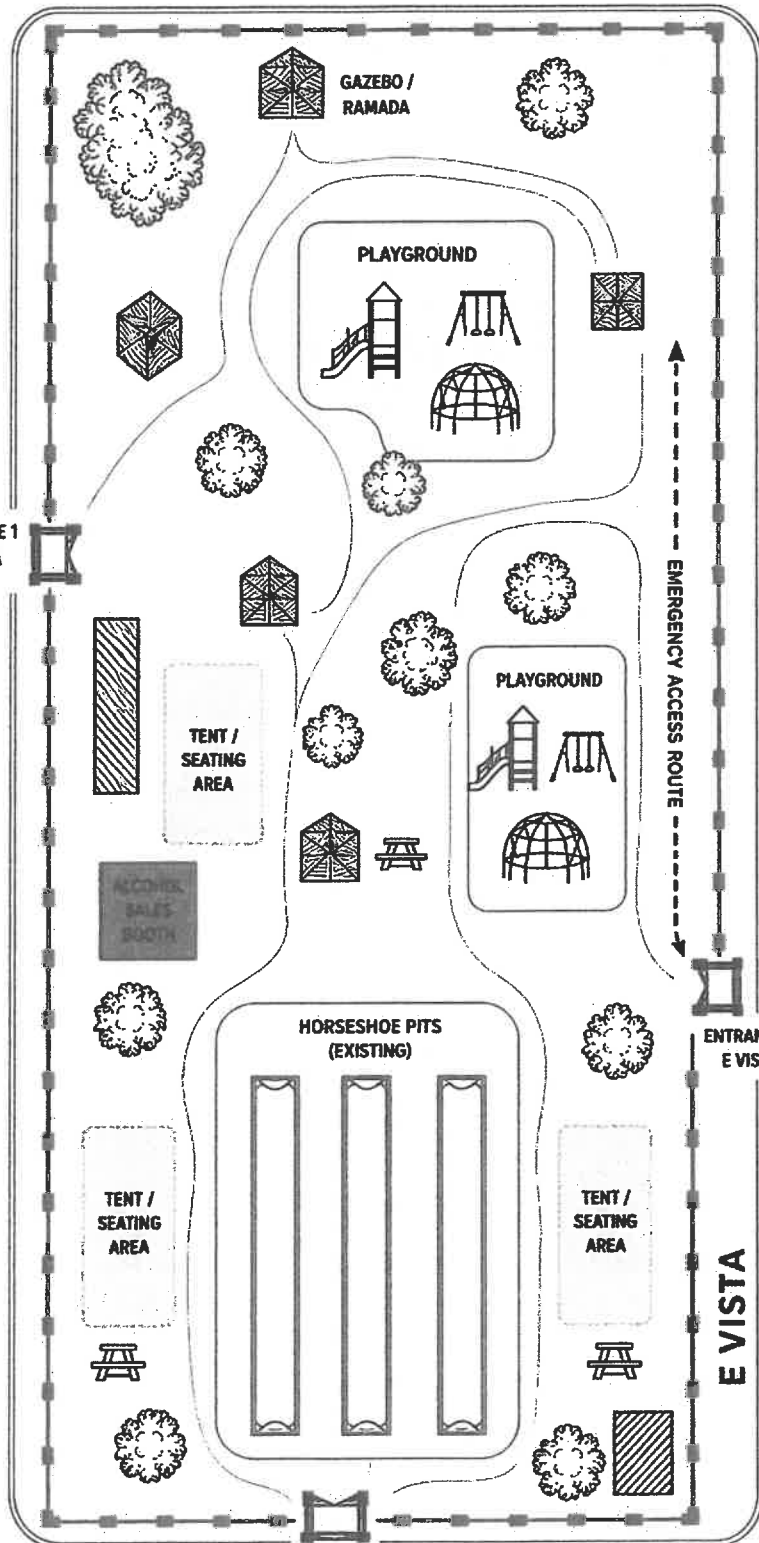
EMERGENCY ACCESS ROUTE

ENTRANCE 2
E VISTA

E VISTA

ENTRANCE 3
D'AUTREMONT AVE
MAIN ENTRANCE

D'AUTREMONT AVE



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



Cochise
Health and
Social
Services

Receipt

Cochise Health & Social Services

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

**Danny
Nikitas, RS**
Director
Environmental
Health

LICENSE NUMBER: TFL26-000081

Receipt

Paid By:

Company:

Contact Name: Brandon Hilderbrand

Business Address:

FEES PAID:

Fee	GL Account	Amount
Credit Card Convenience Fees	100-5000-5300-345.410	\$2.00
One-Time License	100-5000-5300-345.410	\$30.00
TOTAL		\$32.00

PAYMENT INFORMATION:

Payment Date	Payment Type	Reference	Receipt #	Amount
07/08/2026	Credit	618900581537	2739	\$32.00

If you have any questions about this receipt, please contact us at (520) 384-7400. You may call any office to make your payment over the phone with a credit card (subject to an additional processing fee)

Thank You For Your Business!

Your Opinion Counts!

<https://www.surveymonkey/s/clientscount>

This permit to operate is issued to the Business(es) name, address, and description so named. This permit is not transferable to another address, business, or person. This permit must be renewed before its expiration date.

CERTIFICATE OF INSURANCE

ISSUE DATE
5/4/2026

ADMINISTRATOR

Southwest Risk Services
14902 North 73rd Street
Scottsdale, AZ 85260
(602) 996-8810

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

LETTER A ARIZONA MUNICIPAL RISK RETENTION POOL

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

INSURED

City of Bisbee
118 Arizona St

Bisbee, Arizona 85603

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE OCCURRENCE	2000059-10	7/1/2026	7/1/2027	EACH WRONGFUL ACT PROD COMP/OPS AGGR GENERAL AGGREGATE PERSONAL & ADV INJURY FIRE LEGAL DAMAGE MEDICAL EXP(1 PERSON)	\$2,000,000 \$2,000,000 \$6,000,000 \$2,000,000 \$1,000,000 \$5,000
A	AUTOMOBILE LIABILITY X ANY AUTO	2000059-10	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT	\$2,000,000
A	EXCESS LIABILITY	2000060-10	7/1/2026	7/1/2027	EACH WRONGFUL ACT AGGREGATE	\$5,000,000 \$5,000,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	2000061-10	7/1/2026	7/1/2027	(EACH ACCIDENT) (DISEASE-POL LMT) (DISEASE-EACH EMP)	STATUTORY \$1,000,000 \$1,000,000 \$1,000,000
A	OTHER	2000059-10	7/1/2026	7/1/2027		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ISSUED FOR INSURANCE IDENTIFICATION PURPOSES TO BE DISPLAYED TO ANY LAW ENFORCEMENT OFFICER UPON REQUEST.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED SIGNATURE



BISBEE FIRE LOCAL 214
HORSESHOE TOURNAMENT
FUNDRAISER
FEE SCHEDULE
AUGUST 8, 2026
PERMIT #42-26

Application Fee (non-commercial)	\$ 25.00
Special Event Permit	\$ 41.14
TOTAL	\$ 66.14
Deposit (Refundable)	\$ 50.00

WAIVER OF FEES REQUESTED



AGENDA ITEM NUMBER 2F

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:
RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility and Right-of-Way Use permit for the use of Grassy Park for the Sum of All Parts event to be held on Saturday, September 12, 2026, from 11:00am to 5:00pm.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use permit for the use of Grassy Park for the Sum of All Parts event to be held on Saturday, September 12, 2026, from 11:00am to 5:00pm.

DISCUSSION:

Eva Rupert has submitted a Park, Facility and Right-of-Way Use permit for the use of Grassy Park for the Sum of All Parts event to be held on Saturday, September 12, 2026, from 11:00am to 5:00pm.

Staff has reviewed the Permit and recommends approval.

Refundable deposit \$50.00 and all Vendor Fees to be paid after event.

FISCAL IMPACT: \$226.14

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by:

Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado
City Manager

RECEIVED

JUN 09 2026

City Clerk's Office
City of Bisbee

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

PERMIT NO:

24-26

**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: June 9, 2026

Name and Title (If Applicable): Eva Rupert

Organization Name (If Applicable): Eva Rupert Events

Applicant or Organization Mailing Address: PO Box 1658, Bisbee, AZ 85603

Phone: 203-770-2447 Contact Name and Phone # during event: Eva Rupert - 203-770-2447

Email Address: eva@evarupert.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: Sum of All Parts

Expected Attendance: 250

Event Date(s): Sept. 12, 2026

Start Time: 11am

End Time: 5pm

Event Location and Address: Grassy Park, 2 Main St., Bisbee, AZ 85603

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):

Sum of All Parts is a women-led, community-focused motorcycle culture event taking place in Bisbee. The Grassy Park activation will include up to 10 vendor booths and a curated display of up to 10 artistic custom motorcycles, creating a family-friendly public exhibit celebrating art, craftsmanship, design, and motorcycle culture.

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

☐	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.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">TOTAL FEES:</td> <td style="width: 33%; border: none;">TOTAL ADDED FEES:</td> <td style="width: 33%; border: none;">TOTAL SUBMITTED:</td> </tr> </table>		TOTAL FEES:	TOTAL ADDED FEES:	TOTAL SUBMITTED:
TOTAL FEES:	TOTAL ADDED FEES:	TOTAL SUBMITTED:		
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT				
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				

24-26

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 JS DATE: June 9, 2026

Police Department Approval ☒ Yes ☐ No **FOR CITY USE ONLY** Jay Ritchie 10/06/2026
Jay Ritchie (Jun 10, 2026 15:43:03 PDT)
 Initials _____ Date _____

Remarks _____

Public Works Approval ☒ Yes ☐ No Matthew Graney 11/06/2026
 Initials _____ Date _____

Remarks _____

Fire Department Approval ☒ Yes ☐ No KP 10/06/2026
Kevin Pacheco (Jun 10, 2026 08:11:14 PDT)
 Initials _____ Date _____

Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

Jim Richardson
Jim Richardson (Jun 10, 2026 08:58:33 PDT)

Julie Delk
Julie Delk (Jun 10, 2026 12:28:02 PDT)

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: June 9, 2026

FOR CITY USE ONLY

Police Department Approval Yes No Initials _____ Date _____

Remarks _____

Public Works Approval Yes No Initials _____ Date _____

Remarks _____

Fire Department Approval Yes No Initials _____ Date _____

Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

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

June 9, 2026

Attn: Bisbee City Council

Re: Sum of All Parts Motorcycle Culture Weekend – Grassy Park Event Permit Application

Dear Bisbee City Council,

Thank you for taking the time to review this application associated with Sum of All Parts, a new motorcycle culture weekend planned for Bisbee this fall.

Sum of All Parts is a free, public-facing event that celebrates the creative and cultural side of motorcycling through film, photography, art, fashion, storytelling, and community gathering. The event is designed to encourage visitors to explore Bisbee's unique businesses, venues, and neighborhoods while engaging with a variety of motorcycle-inspired experiences throughout town.

The Grassy Park activation will serve as a central public gathering space and is planned to include a curated display of up to ten purpose-built artistic motorcycles, along with up to ten vendor and exhibitor booths featuring artists, makers, community organizations, and motorcycle-related businesses. The activation is intended as a family-friendly, walk-through exhibit and community gathering space. No fencing or barricades will be placed.

In addition to activities at Grassy Park, several independently hosted partner events are planned throughout Bisbee, including film screenings, photography exhibits, fashion presentations, ride-in gatherings, and other community-focused programming. Current partners include the VAHNA Film Festival, Ride to the Warehouse, Stellar Moto, Rider Justice, The Jonquil Motel, and a variety of local businesses and organizations.

Unlike a traditional motorcycle rally, the focus of Sum of All Parts is not organized riding or large-scale motorcycle gatherings, but rather celebrating the people, stories, creativity, and culture that surround motorcycling. Visitors will be encouraged to explore Bisbee on foot and engage with participating businesses and venues throughout the weekend.

There is no alcohol service proposed as part of the Grassy Park activation, and no amplified music is currently planned for this portion of the event.

Our goal is to create a positive, welcoming event that highlights Bisbee's creative spirit, supports local businesses, and introduces new visitors to the community while maintaining the character and charm that make Bisbee such a special place.

Thank you for your time and consideration. We appreciate the opportunity to bring this event to Bisbee and look forward to working with the City to ensure a successful and enjoyable experience for residents and visitors alike.

Sincerely,



Eva Rupert

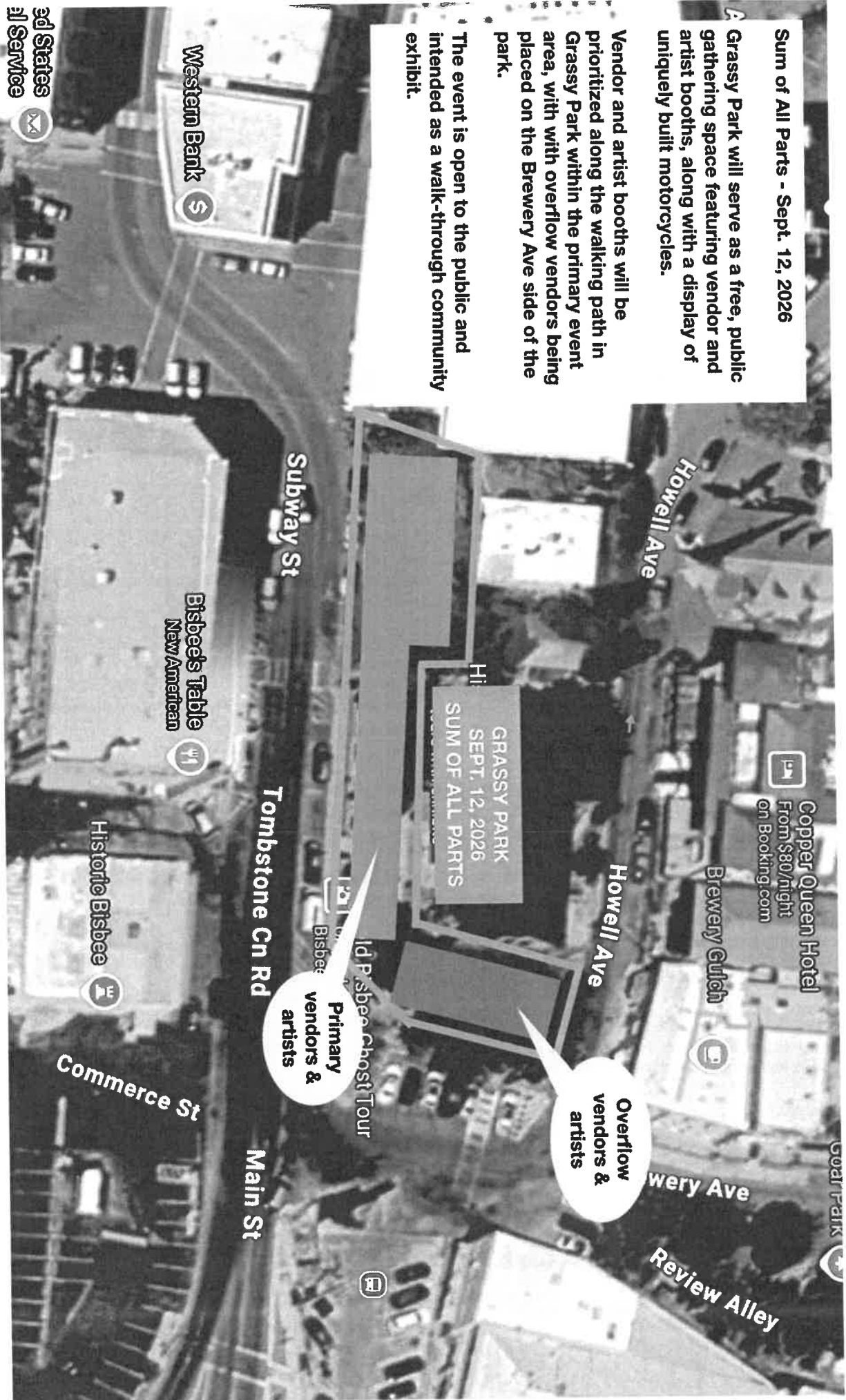
Eva Rupert Events, LLC
The Jonquil Motel
eva@evarupert.com | 203-770-2447

Sum of All Parts - Sept. 12, 2026

Grassy Park will serve as a free, public gathering space featuring vendor and artist booths, along with a display of uniquely built motorcycles.

Vendor and artist booths will be prioritized along the walking path in Grassy Park within the primary event area, with with overflow vendors being placed on the Brewery Ave side of the park.

The event is open to the public and intended as a walk-through community exhibit.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2026

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com														
INSURED Eva Rupert Eva Rupert Events LLC 2007 N West St Flagstaff, AZ 86004	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Next Insurance US Company</td><td>16285</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Next Insurance US Company	16285	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Next Insurance US Company	16285														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 800334945

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		NXTQ3FR4H9-00-GL	07/10/2026	07/10/2027	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NXTQ3FR4H9-00-GL	07/10/2026	07/10/2027	Each Occurrence: \$1,000,000.00 Aggregate: \$1,000,000.00

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

The Certificate Holder is City of Bisbee. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Bisbee
118 Arizona St
Bisbee, AZ 85603

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUM OF ALL PARTS
GRASSY PARK
SEPTEMBER 12, 2026
PERMIT #24-26

Permit Fee	\$ 25.00
Special Event Promoter	\$ 41.14
Electricity	\$ 25.00
Parks Personnel \$30.00/hr. per person	\$ 30.00
Trash Cart Rental \$25.00 ea. x 2	\$ 50.00
“No Parking” Signs \$5.00 ea. x 11	\$ 55.00
TOTAL	\$ 226.14
Refundable Deposit	\$ 50.00

****VENDOR FEES TO BE PAID AFTER EVENT**.**



AGENDA ITEM NUMBER 2G

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility and Right-of-Way Use permit for This Week in Bisbee for the use of City Park for the TWIB Fest 3 event to be held on Saturday, September 19, 2026, from 12:00pm (Noon) to 10:00pm.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use permit for This Week in Bisbee for the use of City Park for the TWIB Fest 3 event to be held on Saturday, September 19, 2026, from 12:00pm (Noon) to 10:00pm.

DISCUSSION:

Stephen Moramarco has submitted a Park, Facility and Right-of-Way Use permit for This Week in Bisbee for the use of City Park for the TWIB Fest 3 event to be held on Saturday, September 19, 2026, from 12:00pm (Noon) to 10:00pm.

Staff has reviewed the Permit and recommends approval.

Refundable deposit \$50.00 and all Vendor Fees to be paid after event.

FISCAL IMPACT: \$242.00

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado
City Manager

RECEIVED

JUL 10 2026

City Clerk's Office
City of Bisbee



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

PERMIT NO:

44-26

**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: **7/9/26**

Name and Title (If Applicable): **Stephen Moramarco**

Organization Name (If Applicable): **This Week in Bisbee**

Applicant or Organization Mailing Address: **89 Cochise Row**

Phone: Contact Name and Phone # during event: **Steve Moramarco 323 868 8202**

Email Address: **steve@thisweekinbisbee.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: **TWIBFest 3**

Expected Attendance: **100**

Event Date(s): **9/19/26**

Start Time: **noon**

End Time: **10pm**

Event Location and Address: **City Park 62 Brewery Ave**

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):

A celebration of the weekly newsletter This Week in Bisbee (aka TWIB) highlighting local original music. We will have bands all afternoon until 10pm.

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**

☐ 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. *2 by stairs*

☐ 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 ACKNOWLEDGEMENT

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

PERMIT HOLDER INITIALS SM DATE: 7/9/26

Police Department Approval Yes No Initials _____ Date _____

Remarks _____

Public Works Approval Yes No Initials _____ Date _____

Remarks _____

Fire Department Approval Yes No Initials _____ Date _____

Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

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
X	PERMIT FEE NON-COMMERCIAL	\$25.00
	PERMIT FEE COMMERCIAL	\$120.00
X	REFUNDABLE DEPOSIT	\$50.00
X	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
	WATER ACCESS-PARKS	\$25.00
X	ELECTRICITY ACCESS- PARKS	\$25.00
X	ELECTRICITY ACCESS BANDSHELL (CITY PARK)	\$75.00
X	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
X	"NO PARKING" SIGNS	\$5.00 PER SIGN (2)
	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2026

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 American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED Stephen Moramarco 85 Cochise Row Bisbee AZ 85603		INSURER(S) AFFORDING COVERAGE INSURER A: Ascot Insurance Company			NAIC # 23752
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1002496784

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.

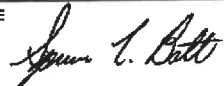
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	ASCGL105090-01	09/14/2026	09/25/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 5,000,000
						\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE					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)

- Coverage is included for host liquor.

- Evidence of coverage as respects to the TWIBFEST on September 19, 2026.

CERTIFICATE HOLDER**CANCELLATION**

City of Bisbee 118 Arizona St Bisbee AZ 85603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2026

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 American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ascot Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 23752
INSURED Stephen Moramarco 85 Cochise Row Bisbee AZ 85603		

COVERAGES

CERTIFICATE NUMBER: 1002496782

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ASCGL105090-01	09/14/2026	09/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE 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	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)

- Coverage is included for host liquor.

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2011 Additional Insured - Managers or Lessors of Premises, but only with respect to TWIBFEST on September 19, 2026.

CERTIFICATE HOLDER

City of Bisbee

118 Arizona St

Bisbee

AZ 85603

CANCELLATION

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

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**TWIB FEST 3
CONCERT
CITY PARK
SEPTEMBER 19, 2026**
PERMIT #44-26

Permit Fee	\$ 25.00
Electricity	\$ 25.00
Band Shell	\$ 75.00
Beer Permit	\$ 25.00
“No Parking Signs” \$5.00 ea. x 2	\$ 10.00
Parks-PW Personnel \$30.00/hr. x 1	\$ 30.00
Trash Containers \$26.00 ea x 2	\$ 52.00
TOTAL	\$242.00
 Deposit	 \$ 50.00

****VENDOR FEES ARE PAID AT CITY HALL AFTER
EVENT. \$6.24 PER VENDOR.****



AGENDA ITEM NUMBER 2H

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☐ Regular ☒ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:
RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: **Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communication for the use of various Parking Spaces in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.**

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

RECOMMENDATION: **Approval of the Permit**

PROPOSED MOTION: **I move that we approve the park, facility, and right-of-way use permit submitted by Wick Communication for the use of various Parking Spaces in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.**

DISCUSSION: *Please Note: Insurance will be issued closer to event. Once Insurance is provided it will be distributed to Council.*

Wick Communication has submitted a Park, Facility, and Right-of-Way Use Permit for the use of various Parking Spaces in Old Bisbee (See Map Attached) Saturday, October 17, 2026, from 5:00am to 2:00pm.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required

FISCAL IMPACT: **\$125.00**

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

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

Prepared by:

**Nina Williams,
Acting City Clerk**

Reviewed by:

**Ashlee Coronado,
City Manager**

RECEIVED

JUN 24 2026

City Clerk's Office
City of Bisbee



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

PERMIT NO: 29-26

**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: 6/22/2026

Name and Title (If Applicable): Jennifer Sorenson, Director of Events

Organization Name (If Applicable): Wick Communications

Applicant or Organization Mailing Address 102 S. Fab Avenue, Sierra Vista, AZ 86635

Phone: Contact Name and Phone # during event: Jennifer Sorenson, 952-607-9130

Email Address: publisher@myheraldreview.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: Bisbee 1000, The Great Stairclimb Expected Attendance: 1500

Event Date(s): 10/17/2026 Start Time: 5 a.m. End Time: 2 p.m.

Event Location and Address: Parking spots in Old Bisbee

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):
See attached operations plan and course map.

SERVICES REQUESTED FROM THE CITY OF BISBEE:

☐ General Electricity Access (City, Lower Vista & Grassy Parks Only) Actual Cost will be calculated by Public Works

☐ Band Shell (City Park) Actual Cost will be calculated by Public Works

☐ 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

☐	Parks/ Public Works Personnel \$25.00/ hr. per person	
☐	Water Access- Parks \$25.00	
☒	No Parking Signs, access to facility/ band shell/ restrooms etc. ^{5.00} 2.50 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} 35.00 non-commercial or ☐ \$65.00 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 \$39.56 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 \$39.56 and \$6.00 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 ACKNOWLEDGEMENT		
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 JLS DATE: 6/22/2026

FOR CITY USE ONLY

Police Department Approval



Yes



No

Jay Ritchie
Jay Ritchie (Jun 30, 2026 10:06:16 PDT)

Initials _____

30/06/2026

Date _____

Remarks No Police Requested

Public Works Approval



Yes



No

Matthew Gurney

Initials _____

01/07/2026

Date _____

Remarks _____

Fire Department Approval



Yes



No

Kevin Pacheco
Kevin Pacheco (Jun 30, 2026 14:01:44 PDT)

Initials _____

30/06/2026

Date _____

Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

Jim Richardson

Jim Richardson (Jun 29, 2026 14:07:38 PDT)

Julie Delk

Julie Delk (Jun 30, 2026 10:45:22 PDT)

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 JLS DATE: 6/22/2026

FOR CITY USE ONLY

Police Department Approval Yes No Initials _____ Date _____
Remarks _____

Public Works Approval Yes No Initials _____ Date _____
Remarks _____

Fire Department Approval Yes No Initials _____ Date _____
Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

PARK, FACILITY AND SPECIAL EVENT FEES

(ORDINANCE: O-20-04, APRIL 7, 2020)

☐	SPECIAL EVENT PROMOTER (PER-DAY)	\$39.56
☐	SPECIAL EVENT VENDOR (PER-DAY)	\$6.00
☐	POLICE OFFICER/ PERSONNEL/ POLICE UNIT	\$40.00 per-day, per vehicle + employee OT rate and ERE's
☒	PERMIT FEE COMMERCIAL NON-	\$35.00 ^{25.00}
☐	PERMIT FEE COMMERCIAL	\$65.00
☐	REFUNDABLE DEPOSIT	\$50.00
☐	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
☐	WATER ACCESS - PARKS	\$25.00
☐	ELECTRICITY ACCESS - PARKS	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	ELECTRICITY ACCESS - BANDSHELL (CITY PARK)	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	PARKS - PUBLIC WORKS PERSONNEL	\$25.00/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	\$26.00 EACH
☒	"NO PARKING" SIGNS	\$150 ^{5.00} PER SIGN (20 ea)
☐	VENDOR FEES	\$6.00
☐	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)

**2026 Operations Plan • Road Closures • Parking
Bisbee 1000 (October 17, 2026)**

DATE	TIME	ACTIVITY
Sep 18	8am	• Public Works hang Banners (7) on Main Street poles (optional)
Sep 21- Oct 2	9am– 3pm	• City of Bisbee/DOC Crew begin clearing stairs, cuts growth, removes trash, sweep stairs (Event Producer monitors)
Oct 2	9am	• Post No Parking NOTICES for Quality Hill residents
Oct 2	9am	• Event Producer picks up 20 – “No Parking” signs from City
Oct 12 - 18	6am – 3pm	• Parking spots in front of 201 Tombstone Canyon are posted “No Parking”
Oct 12 - 14	8am – 5pm	• Event Producer marks course • Event Producer puts up “No Parking” cones/signs distributed around course. • Signs will say, “NO Parking 10/16 6pm thru 10/17 1pm” • <i>Signs placed as follows:</i> • Stairs #1 (four parking spots) • Stairs#3 (four parking spots) • Stairs #8 (four parking spots) • See Map attached Higgins Park
Oct 16 - 17	7am/16 th – 2pm/17 th	• Signs will say, “Road Closed 10/16 7am thru 10/17 2pm” • <i>Signs placed as follows:</i> • Key Ave. (entire street, both sides & park entrance) 4qty

Oct 13 - 15	8am – 4pm Must be completed by 10/15	• COB cleans Higgins Hill Park • COB delivers roll-outs • COB installs tents (Store tent, Food tent)
Oct 14		• Porta Potties delivered
Oct 15		• KE&G delivers Higgins Hill barricades
Oct 15 - 16		• Event Producer sets up Higgins Hill Park (Awards tent, Band tent, Volunteer/First Aid tent), hang banners,
Oct 16	8am	• Pedrails delivered
Oct 16		• Pepsi delivers Higgins Hill Park
ROAD CLOSURES		
Oct 16 - 17	7am/17 th – 2pm/18 th	• Key Ave.
Oct 17	5am – 11am	• Quality Hill @ Tombstone closed for event registration, event start & runners headed for the finish at Higgins Hill Park.
Oct 17	5am – 11am	• Quarry Canyon Rd., Ledge Ave.,
Oct 17	8:30am – 11am	• Cross Ave. Quality Hill Rd.
Oct 17	8:30am – 11:00am	• Curve St, monitored by AZ Rangers
Oct 17	8:45am – 11am	• Main St., Tombstone Canyon to Moon Canyon
Oct 17	8am – 11am	• Clawson Road & High Road closed to Tombstone Canyon
Oct 17	8:45am – 10am	• Sherer to Subway to Main St.
Oct 17	9am	Bisbee 1000 STARTS – Ironman Statue

BISBEE 1000
THE GREAT STAIRCLIMB
EVENT
PARKING ONLY
October 17, 2026
PERMIT #29-26

Park Permit Fee	\$ 25.00
20 "No Parking" Signs (\$5.00 ea)x 20	<u>\$ 100.00</u>
TOTAL	\$ 125.00
Deposit	<u>\$ 50.00</u>
GRAND TOTAL W/DEPOSIT	\$ 175.00



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☐ Regular ☒ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ **CONSENT** ☒

TYPE OF ACTION:

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

SUBJECT: Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communication for the use of Higgins Hill Park for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the park, facility, and right-of-way use permit submitted by Wick Communication for the use of Higgins Hill Park for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.

DISCUSSION: *Please Note: Insurance will be issued closer to event. Once Insurance is provided it will be distributed to Council.*

Wick Communications has submitted a Park, Facility, and Right-of-Way Use Permit's for the use of Higgins Hill Park for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$150.00

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

RECEIVED

JUN 24 2026

City Clerk's Office
City of Bisbee



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

PERMIT NO:

30-26

**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: 6/22/2026

Name and Title (If Applicable): Jennifer Sorenson, Director of Events

Organization Name (If Applicable): Wick Communications

Applicant or Organization Mailing Address 102 S. Fab Avenue, Sierra Vista, AZ 86635

Phone: Contact Name and Phone # during event: Jennifer Sorenson, 952-607-9130

Email Address: publisher@myheraldreview.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: Bisbee 1000, The Great Stairclimb Expected Attendance: 1500

Event Date(s): 10/17/2026 Start Time: 5 a.m. End Time: 2 p.m.

Event Location and Address: Higgins Hills Park

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):

See attached operations plan and course map. A food truck may be present, but they will have their own permits from the county.

SERVICES REQUESTED FROM THE CITY OF BISBEE:

☐ General Electricity Access (City, Lower Vista & Grassy Parks Only) Actual Cost will be calculated by Public Works

☐ Band Shell (City Park) Actual Cost will be calculated by Public Works

☐ 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

☐	Parks/ Public Works Personnel \$25.00/ hr. per person			
☐	Water Access- Parks \$25.00			
☐	No Parking Signs, access to facility/ band shell/ restrooms etc. ^{5.00} \$2.50 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} \$25.00 non-commercial or ☐ \$65.00 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 \$39.56 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 \$39.56 and \$6.00 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.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">TOTAL FEES:</td> <td style="width: 33%;">TOTAL ADDED FEES:</td> <td style="width: 33%;">TOTAL SUBMITTED:</td> </tr> </table>		TOTAL FEES:	TOTAL ADDED FEES:	TOTAL SUBMITTED:
TOTAL FEES:	TOTAL ADDED FEES:	TOTAL SUBMITTED:		
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT				
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 JLS DATE: 6/22/2026

FOR CITY USE ONLY

Police Department Approval ☒ Yes ☐ No Jay Ritchie 30/06/2026
Jay Ritchie (Jun 30, 2026 10:05:19 PDT)
Initials _____ Date _____
Remarks No Police Requested

Public Works Approval ☒ Yes ☐ No Matthew Gurnsey 01/07/2026
Initials _____ Date _____
Remarks _____

Fire Department Approval ☒ Yes ☐ No Kevin Pacheco 30/06/2026
Kevin Pacheco (Jun 30, 2026 14:03:30 PDT)
Initials _____ Date _____
Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

Jim Richardson
Jim Richardson (Jun 29, 2026 14:08:48 PDT)

Julie Delk
Julie Delk (Jun 30, 2026 10:44:25 PDT)

PERMIT HOLDER INITIALS JLS DATE: 6/22/2026

Police Department Approval Yes No Initials _____ Date _____

Remarks _____

Public Works Approval Yes No Initials _____ Date _____
 Remarks _____

Fire Department Approval	Yes	No	Initials_____	Date_____
Remarks_____				

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

PARK, FACILITY AND SPECIAL EVENT FEES

(ORDINANCE: O-20-04, APRIL 7, 2020)

☐	SPECIAL EVENT PROMOTER (PER-DAY)	\$39.56
☐	SPECIAL EVENT VENDOR (PER-DAY)	\$6.00
☐	POLICE OFFICER/ PERSONNEL/ POLICE UNIT	\$40.00 per-day, per vehicle + employee OT rate and ERE's
☐	PERMIT FEE NON- COMMERCIAL	\$35.00 25.00
☐	PERMIT FEE COMMERCIAL	\$65.00
☐	REFUNDABLE DEPOSIT	\$50.00
☐	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
☐	WATER ACCESS - PARKS	\$25.00
☐	ELECTRICITY ACCESS - PARKS	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	ELECTRICITY ACCESS - BANDSHELL (CITY PARK)	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	PARKS - PUBLIC WORKS PERSONNEL	\$25.00/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	\$26.00 EACH
☒	"NO PARKING" SIGNS	\$1.50 PER SIGN 5.00 (20 ea)
☐	VENDOR FEES	\$6.00
☐	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)

**2026 Operations Plan • Road Closures • Parking
Bisbee 1000 (October 17, 2026)**

DATE	TIME	ACTIVITY
Sep 18	8am	• Public Works hang Banners (7) on Main Street poles (optional)
Sep 21- Oct 2	9am– 3pm	• City of Bisbee/DOC Crew begin clearing stairs, cuts growth, removes trash, sweep stairs (Event Producer monitors)
Oct 2	9am	• Post No Parking NOTICES for Quality Hill residents
Oct 2	9am	• Event Producer picks up 20 – “No Parking” signs from City
Oct 12 - 18	6am – 3pm	• Parking spots in front of 201 Tombstone Canyon are posted “No Parking”
Oct 12 - 14	8am – 5pm	• Event Producer marks course • Event Producer puts up “No Parking” cones/signs distributed around course. • Signs will say, “NO Parking 10/16 6pm thru 10/17 1pm” • <i>Signs placed as follows:</i> • Stairs #1 (four parking spots) • Stairs#3 (four parking spots) • Stairs #8 (four parking spots) • See Map attached Higgins Park
Oct 16 - 17	7am/16 th – 2pm/17 th	• Signs will say, “Road Closed 10/16 7am thru 10/17 2pm” • <i>Signs placed as follows:</i> • Key Ave. (entire street, both sides & park entrance) 4qty

Oct 13 - 15	8am – 4pm Must be completed by 10/15	• COB cleans Higgins Hill Park • COB delivers roll-outs • COB installs tents (Store tent, Food tent)
Oct 14		• Porta Potties delivered
Oct 15		• KE&G delivers Higgins Hill barricades
Oct 15 - 16		• Event Producer sets up Higgins Hill Park (Awards tent, Band tent, Volunteer/First Aid tent), hang banners,
Oct 16	8am	• Pedrails delivered
Oct 16		• Pepsi delivers Higgins Hill Park
ROAD CLOSURES		
Oct 16 - 17	7am/17 th – 2pm/18 th	• Key Ave.
Oct 17	5am – 11am	• Quality Hill @ Tombstone closed for event registration, event start & runners headed for the finish at Higgins Hill Park.
Oct 17	5am – 11am	• Quarry Canyon Rd., Ledge Ave.,
Oct 17	8:30am – 11am	• Cross Ave. Quality Hill Rd.
Oct 17	8:30am – 11:00am	• Curve St, monitored by AZ Rangers
Oct 17	8:45am – 11am	• Main St., Tombstone Canyon to Moon Canyon
Oct 17	8am – 11am	• Clawson Road & High Road closed to Tombstone Canyon
Oct 17	8:45am – 10am	• Sherer to Subway to Main St.
Oct 17	9am	Bisbee 1000 STARTS – Ironman Statue

SPECTATORS
ENTRANCE
from
Higgins Ave

SECURITY FOR EXIT

Swimming Pool

REFRESHMENTS

FOOD \$

BAND
STAGE

RESTROOM
FACILITIES

SECURITY FOR EXIT

**AWARDS
CEREMONY &
CELEBRATION AT**

**BISBEE OUTDOOR
ORC RECREATION
CENTER**

HIGGINS HILL PARK

MEDALLION
PRESENTERS

PEPSI
POSTRACE

PHOTO
BOOTH

Pickleball Court

Fitness Court

Basketball Court

B2B 1000
STORE BEER

FIRST AID

SECURITY FOR EXIT

RACE RESULTS

DEMONSTRATIONS

SECURITY FOR EXIT

**BISBEE1000
FINISH LINE**

GRAND SPONSOR

Pioneer Title Agency

BISBEE1000

9

98 stairs



**THE
GREAT
STAIR
CLIMB**

Bisbee1000.org

Quality Hill Rd

AWARDS CEREMONY

BLEACHERS

SPECTATOR VIEWING AREA

BISBEE 1000
THE GREAT STAIRCLIMB
EVENT
HIGGINS PARK
OCTOBER 17, 2026
PERMIT #30-26

Permit Fee	\$ 25.00
Electricity	\$ 25.00
“No Parking Signs” (\$5.00/ea) x 20	\$100.00
TOTAL	\$150.00
Deposit	\$ 50.00



AGENDA ITEM NUMBER 25

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☐ Regular ☒ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:
RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communications for the use of various City Streets and Stairs in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the park, facility, and right-of-way use permit submitted by Wick Communications for the use of various City Streets and Stairs in Old Bisbee for the Bisbee 1000 Stair Climb on Saturday, October 17, 2026, from 5:00am to 2:00pm.

DISCUSSION: *Please Note: Insurance will be issued closer to event. Once Insurance is provided it will be distributed to Council.*

Wick Communications has submitted a Park, Facility, and Right-of-Way use Permit for the use of various streets and staircases along the route for the Bisbee 1000 in Old Bisbee (See Map Attached) Saturday, October 17, 202, from 5:00am to 2:00pm.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$3,239.63 for all permits

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

Prepared by: Nina Williams
Nina Williams
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager



RECEIVED

JUN 24 2026

City Clerk's Office
City of BisbeePublic Works / Park & Recreations Department
76 Erie Street - Bisbee, AZ 85603-(520) 432-6002
LValdez@BisbeeAZ.gov

PERMIT NO:

31-26

**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: 6/22/2026

Name and Title (If Applicable): Jennifer Sorenson, Director of Events

Organization Name (If Applicable): Wick Communications

Applicant or Organization Mailing Address 102 S. Fab Avenue, Sierra Vista, AZ 86635

Phone: Contact Name and Phone # during event: Jennifer Sorenson, 952-607-9130

Email Address: publisher@myheraldreview.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: Bisbee 1000, The Great Stairclimb Expected Attendance: 1500

Event Date(s): 10/17/2026 Start Time: 5 a.m. End Time: 2 p.m.

Event Location and Address: Streets and Stairs of Old Bisbee

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):
See attached operations plan and course map.

SERVICES REQUESTED FROM THE CITY OF BISBEE:☐ General Electricity Access (City, Lower Vista & Grassy Parks Only) Actual Cost will be calculated by Public Works☐ Band Shell (City Park) Actual Cost will be calculated by Public Works☐ 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

☐	Parks/ Public Works Personnel \$25.00/ hr. per person
☐	Water Access- Parks \$25.00
☒	No Parking Signs, access to facility/ band shell/ restrooms etc. ^{5.00} \$2.50 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} \$35.00 non-commercial or ☐ \$65.00 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 \$39.56 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 \$39.56 and \$6.00 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 ACKNOWLEDGEMENT

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 JLS DATE: 6/22/2026

FOR CITY USE ONLY

Police Department Approval ☒ Yes ☐ No Jay Ritchie 30/06/2026
Jay Ritchie (Jun 30, 2026 10:04:36 PDT)
Initials _____ Date _____
Remarks Police Requested

Public Works Approval ☒ Yes ☐ No Matthew Gurney 01/07/2026
Initials _____ Date _____
Remarks _____

Fire Department Approval ☒ Yes ☐ No Kevin Pacheco 30/06/2026
Kevin Pacheco (Jun 30, 2026 14:07:03 PDT)
Initials _____ Date _____
Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

Jim Richardson
Jim Richardson (Jun 29, 2026 14:09:26 PDT)

Julie Delk
Julie Delk (Jun 30, 2026 15:38:10 PDT)

PERMIT HOLDER INITIALS JLS DATE: 6/22/2026

Police Department Approval	Yes	No	Initials_____	Date_____
Remarks_____				

Public Works Approval Yes No Initials _____ Date _____

Remarks _____

Fire Department Approval	Yes	No	Initials_____	Date_____
Remarks_____				

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

PARK, FACILITY AND SPECIAL EVENT FEES

(ORDINANCE: O-20-04, APRIL 7, 2020)

☒	SPECIAL EVENT PROMOTER (PER-DAY)	\$39.56 41.14
☒	SPECIAL EVENT VENDOR (PER-DAY)	\$6.00
☐	POLICE OFFICER/ PERSONNEL/ POLICE UNIT	\$40.00 per-day, per vehicle + employee OT rate and ERE's
☒	PERMIT FEE NON- COMMERCIAL	\$35.00 25.00
☐	PERMIT FEE COMMERCIAL	\$65.00
☒	REFUNDABLE DEPOSIT	\$50.00
☐	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
☐	WATER ACCESS - PARKS	\$25.00
☐	ELECTRICITY ACCESS - PARKS	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	ELECTRICITY ACCESS - BANDSHELL (CITY PARK)	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	PARKS - PUBLIC WORKS PERSONNEL	\$25.00/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	\$26.00 EACH
☒	"NO PARKING" SIGNS	\$1.50 PER SIGN 20 5.00
☒	VENDOR FEES	\$6.00 Paid After Event
☐	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)

**2026 Operations Plan • Road Closures • Parking
Bisbee 1000 (October 17, 2026)**

DATE	TIME	ACTIVITY
Sep 18	8am	• Public Works hang Banners (7) on Main Street poles (optional)
Sep 21- Oct 2	9am– 3pm	• City of Bisbee/DOC Crew begin clearing stairs, cuts growth, removes trash, sweep stairs (Event Producer monitors)
Oct 2	9am	• Post No Parking NOTICES for Quality Hill residents
Oct 2	9am	• Event Producer picks up 20 – “No Parking” signs from City
Oct 12 - 18	6am – 3pm	• Parking spots in front of 201 Tombstone Canyon are posted “No Parking”
Oct 12 - 14	8am – 5pm	• Event Producer marks course • Event Producer puts up “No Parking” cones/signs distributed around course. • Signs will say, “NO Parking 10/16 6pm thru 10/17 1pm” • <i>Signs placed as follows:</i> • Stairs #1 (four parking spots) • Stairs#3 (four parking spots) • Stairs #8 (four parking spots) • See Map attached Higgins Park
Oct 16 - 17	7am/16 th – 2pm/17 th	• Signs will say, “Road Closed 10/16 7am thru 10/17 2pm” • <i>Signs placed as follows:</i> • Key Ave. (entire street, both sides & park entrance) 4qty

Oct 13 - 15	8am – 4pm Must be completed by 10/15	• COB cleans Higgins Hill Park • COB delivers roll-outs • COB installs tents (Store tent, Food tent)
Oct 14		• Porta Potties delivered
Oct 15		• KE&G delivers Higgins Hill barricades
Oct 15 - 16		• Event Producer sets up Higgins Hill Park (Awards tent, Band tent, Volunteer/First Aid tent), hang banners,
Oct 16	8am	• Pedrails delivered
Oct 16		• Pepsi delivers Higgins Hill Park
ROAD CLOSURES		
Oct 16 - 17	7am/17 th – 2pm/18 th	• Key Ave.
Oct 17	5am – 11am	• Quality Hill @ Tombstone closed for event registration, event start & runners headed for the finish at Higgins Hill Park.
Oct 17	5am – 11am	• Quarry Canyon Rd., Ledge Ave.,
Oct 17	8:30am – 11am	• Cross Ave. Quality Hill Rd.
Oct 17	8:30am – 11:00am	• Curve St, monitored by AZ Rangers
Oct 17	8:45am – 11am	• Main St., Tombstone Canyon to Moon Canyon
Oct 17	8am – 11am	• Clawson Road & High Road closed to Tombstone Canyon
Oct 17	8:45am – 10am	• Sherer to Subway to Main St.
Oct 17	9am	Bisbee 1000 STARTS – Ironman Statue

BISBEE1000

THE GREAT STAIR CLIMB



ALWAYS THE 3RD WEEKEND IN OCT
Bisbee1000.org

Bisbee has 33,000 historic stairs in 350 sets. COME EXPLORE YEAR-ROUND

- Bisbee 1000 Course
- STAIRS
- TRAILS
- PARKING: In addition to plenty of street parking
- HELPFUL LANDMARKS
- WATER STATIONS
- RESTROOM FACILITIES
- LIVE MUSIC: At the finish line and every set of stairs in the race!
- SUPPORT: food, refreshments, packet pickup.
- STREET PARKING: Most residential streets to the north of the race route (north side of Tombstone Canyon Rd) are recommended, as is Brewery Avenue north of Walsh Avenue. Overflow parking on Hwy 80 is not recommended. Early birds will find parking behind Courthouse on Higgins and Ledge.
- DO NOT BLOCK DRIVEWAYS.
- PAID PARKING

Parking map available at Bisbee1000.org

HIGGINS HILL PARK
Swimming Pool, Basketball, Pickleball and Fitness Courts.

BISBEE OUTDOOR RECREATION CENTER



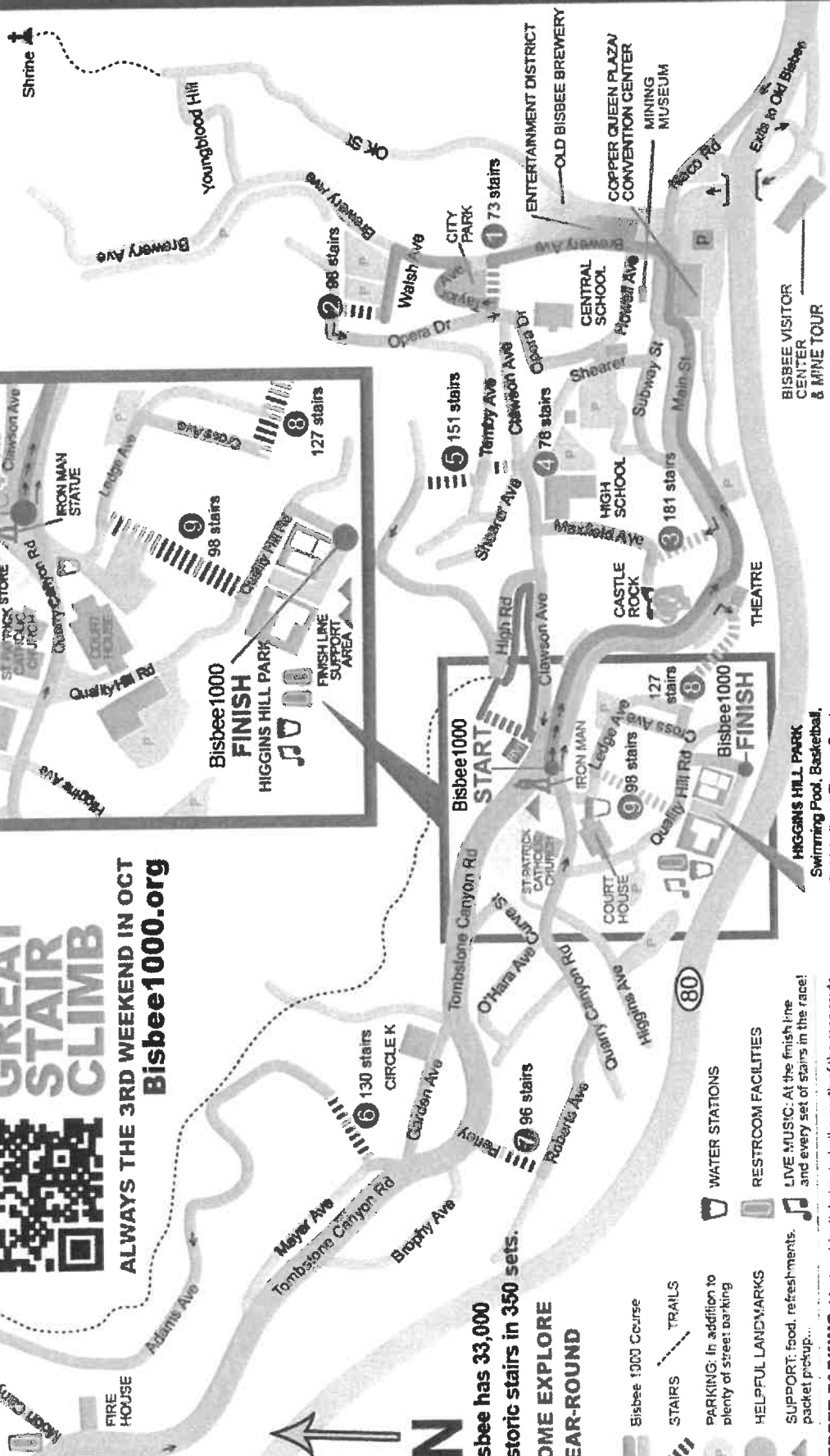
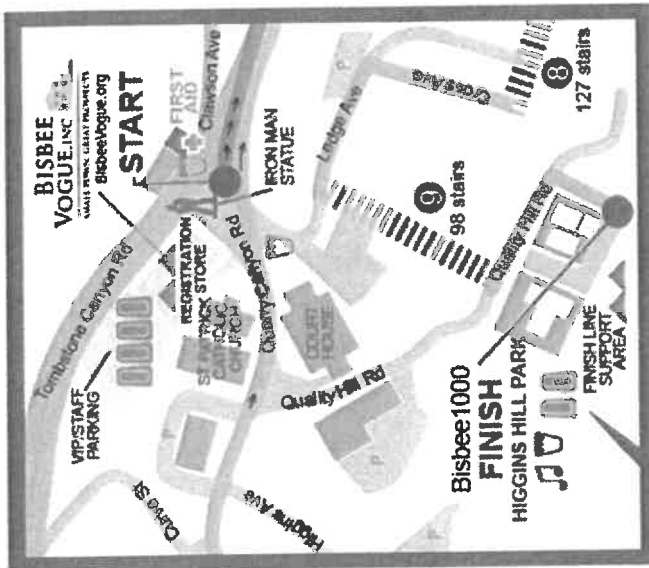
100% Inpatient Care



Visit the Historic Lowell and Warren Districts.

Hioneer Title Agency

REV 4/2021



wick communications

BISBEE 1000
THE GREAT STAIRCLIMB
EVENT
STREETS & STAIRS OF OLD BISBEE
October 17, 2026
PERMIT #31-26

Park Permit Fee	\$ 25.00
Special Event License	\$ 41.14
20 "No Parking Signs" (\$5.00 ea) x 20	\$ 100.00
1 Trash Pickup (\$150.00)	\$ 150.00
7 Trash Carts (\$26.00 x 7)	<u>\$ 182.00</u>
TOTAL	\$ 498.14
Deposit	<u>\$ 50.00</u>
GRAND TOTAL W/DEPOSIT	\$ 548.14

**BISBEE 1000 STAIR CLIMB EVENT
OCTOBER 2026
MAIN EVENT PERMIT**

PERMIT FEES:	
Permit – Parking Spots in Old Bisbee	\$25.00
Permit – Higgins Hill Park	\$25.00
Permit – Street and Stairs of Old Bisbee	\$25.00
Permit – Grassy Park	\$25.00
Permit – City Park	\$25.00
Special Event License	\$41.14
Electricity	\$25.00
60- "No Parking" Signs @ \$5.00ea	\$300.00
1- Trash Pickup @ 150.00ea	\$150.00
7- Trash Carts @\$26.00ea	\$182.00
TOTAL	\$823.14
PERSONNEL COSTS:	
Police Department:	
1-Officer Incident Action Planning @ \$63.65 for 4hrs -(Day of Event, IAP, 1 Planning Meetings)	\$254.60
9- Officers @ 50.07 for 3hrs.	\$1,351.89
10- Police Units @ \$30.00 per day	\$300.00
Fire Department:	
1- EMT @ \$36.00 for 1 planning meetings	\$36.00
2- EMT's @ \$36.00 per hr. for 3 hrs.	\$216.00
2- Paramedic@ \$43.00 per hr. for 3 hrs.	\$258.00
TOTAL	\$2,416.49
TOTAL for all permits:	
	\$3,239.63
Plus refundable deposit for all 5 permits	
	\$250.00



AGENDA ITEM NUMBER 2K

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☐ Regular ☒ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communications for the use of Grassy Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the park, facility, and right-of-way use permit submitted by Wick Communications for the use of Grassy Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.

DISCUSSION:

Wick Communications has submitted a Park, Facility, and Right-of-Way use Permit for the use of Grassy Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$25.00

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Nina Williams
Nina Williams
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager



RECEIVED

JUN 24 2026

City Clerk's Office
City of BisbeePublic Works / Park & Recreations Department
76 Erie Street - Bisbee, AZ 85603-(520) 432-6002
LValdez@BisbeeAZ.gov

PERMIT NO:

32-26

**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: 6/22/2026

Name and Title (If Applicable): Jennifer Sorenson, Director of Events

Organization Name (If Applicable): Wick Communications

Applicant or Organization Mailing Address 102 S. Fab Avenue, Sierra Vista, AZ 86635

Phone: Contact Name and Phone # during event: Jennifer Sorenson, 952-607-9130

Email Address: publisher@myheraldreview.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: Bisbee 1000, The Great Stairclimb Expected Attendance: 1500

Event Date(s): 10/17/2026 Start Time: 5 a.m. End Time: 2 p.m.

Event Location and Address: Grassy Park

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):

See attached operations plan and course map. A food truck may be at the event, but they will have their own permits from the county.

SERVICES REQUESTED FROM THE CITY OF BISBEE:☐ General Electricity Access (City, Lower Vista & Grassy Parks Only) Actual Cost will be calculated by Public Works☐ Band Shell (City Park) Actual Cost will be calculated by Public Works☐ 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

☐	Parks/ Public Works Personnel \$25.00/ hr. per person
☐	Water Access- Parks \$25.00
☐	No Parking Signs, access to facility/ band shell/ restrooms etc. ^{5.00} \$1.50 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} \$35.00 non-commercial or ☐ \$65.00 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 <u>\$39.56</u> 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 <u>\$39.56</u> and <u>\$6.00</u> 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 ACKNOWLEDGEMENT	
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 JLS DATE: 6/22/2026

FOR CITY USE ONLY

Police Department Approval ☒ Yes ☐ No Jay Ritchie 30/06/2026
Jay Ritchie (Jun 30, 2026 10:03:59 PDT)
Initials _____ Date _____
Remarks No Police Requested

Public Works Approval ☒ Yes ☐ No Matthew Gurney 01/07/2026
Initials _____ Date _____
Remarks _____

Fire Department Approval ☒ Yes ☐ No Kevin Pacheco 30/06/2026
Kevin Pacheco (Jun 30, 2026 14:08:42 PDT)
Initials _____ Date _____
Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

Jim Richardson
Jim Richardson (Jun 29, 2026 14:10:19 PDT)

Julie Dolk
Julie Dolk (Jun 30, 2026 10:43:11 PDT)

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 JLS DATE: 6/22/2026

FOR CITY USE ONLY

Police Department Approval Yes No Initials _____ Date _____
Remarks _____

Public Works Approval Yes No Initials _____ Date _____
Remarks _____

Fire Department Approval Yes No Initials _____ Date _____
Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

PARK, FACILITY AND SPECIAL EVENT FEES

(ORDINANCE: O-20-04, APRIL 7, 2020)

☐	SPECIAL EVENT PROMOTER (PER-DAY)	\$39.56
☐	SPECIAL EVENT VENDOR (PER-DAY)	\$6.00
☐	POLICE OFFICER/ PERSONNEL/ POLICE UNIT	\$40.00 per-day, per vehicle + employee OT rate and ERE's
☐	PERMIT FEE NON- COMMERCIAL	\$35.00
☐	PERMIT FEE COMMERCIAL	\$65.00
☐	REFUNDABLE DEPOSIT	\$50.00
☐	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
☐	WATER ACCESS - PARKS	\$25.00
☐	ELECTRICITY ACCESS - PARKS	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	ELECTRICITY ACCESS - BANDSHELL (CITY PARK)	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
☐	PARKS - PUBLIC WORKS PERSONNEL	\$25.00/HR. PER PERSON
☐	DUMPSTER 1 DAY	\$150.00 EACH
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☐	TRASH CART RENTAL	\$26.00 EACH
☐	"NO PARKING" SIGNS	\$1.50 PER SIGN
☐	VENDOR FEES	\$6.00
☐	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)

**2026 Operations Plan • Road Closures • Parking
Bisbee 1000 (October 17, 2026)**

DATE	TIME	ACTIVITY
Sep 18	8am	• Public Works hang Banners (7) on Main Street poles (optional)
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Oct 2	9am	• Post No Parking NOTICES for Quality Hill residents
Oct 2	9am	• Event Producer picks up 20 – “No Parking” signs from City
Oct 12 - 18	6am – 3pm	• Parking spots in front of 201 Tombstone Canyon are posted “No Parking”
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Oct 16 - 17	7am/16 th – 2pm/17 th	• Signs will say, “Road Closed 10/16 7am thru 10/17 2pm” • <i>Signs placed as follows:</i> • Key Ave. (entire street, both sides & park entrance) 4qty

Oct 13 - 15	8am – 4pm Must be completed by 10/15	• COB cleans Higgins Hill Park • COB delivers roll-outs • COB installs tents (Store tent, Food tent)
Oct 14		• Porta Potties delivered
Oct 15		• KE&G delivers Higgins Hill barricades
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Oct 16		• Pepsi delivers Higgins Hill Park
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Oct 17	5am – 11am	• Quality Hill @ Tombstone closed for event registration, event start & runners headed for the finish at Higgins Hill Park.
Oct 17	5am – 11am	• Quarry Canyon Rd., Ledge Ave.,
Oct 17	8:30am – 11am	• Cross Ave. Quality Hill Rd.
Oct 17	8:30am – 11:00am	• Curve St, monitored by AZ Rangers
Oct 17	8:45am – 11am	• Main St., Tombstone Canyon to Moon Canyon
Oct 17	8am – 11am	• Clawson Road & High Road closed to Tombstone Canyon
Oct 17	8:45am – 10am	• Sherer to Subway to Main St.
Oct 17	9am	Bisbee 1000 STARTS – Ironman Statue

**BISBEE 1000 STAIR CLIMB
EVENT
GRASSY PARK
OCTOBER 17, 2026
PERMIT #32-26**

Permit Fee	\$ 25.00
TOTAL	\$ 25.00
 Deposit	 \$ 50.00

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: July 21, 2026☐ Regular ☒ SpecialDATE ACTION SUBMITTED: July 10, 2026REGULAR ☐ CONSENT ☒TYPE OF ACTION:
RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Wick Communications for the use of City Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the park, facility, and right-of-way use permit submitted by Wick Communications for the use of City Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.

DISCUSSION:

Wick Communications has submitted a Park, Facility, and Right-of-Way use Permit for the use of City Park for the Bisbee 1000 Stair Climb Event on Saturday, October 17, 2026, from 5:00am to 2:00pm.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$25.00

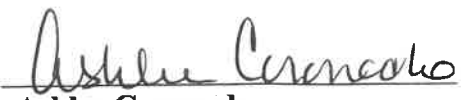
DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:


Nina Williams
Acting City Clerk

Reviewed by:


Ashlee Coronado,
City Manager



RECEIVED

JUN 25 2026

City Clerk's Office
City of BisbeePublic Works / Park & Recreations Department
118 Arizona Street - Bisbee, AZ 85603-(520) 432-6002
LValdez@BisbeeAZ.gov

PERMIT NO: 33-26

**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: 6/24/2206

Name and Title (If Applicable): Jennifer Sorenson, Director of Events

Organization Name (If Applicable): Wick Communications

Applicant or Organization Mailing Address 102 S. Fab Avenue, Sierra Vista, AZ 85635

Phone: Contact Name and Phone # during event: Jennifer Sorenson, 952-607-9130

Email Address: publisher@myheraldreview.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: Bisbee 1000

Expected Attendance: 1500

Event Date(s): 10/17/2026

Start Time: 5 a.m. to 2 p.m. End Time:

Event Location and Address: City Park

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):

See attached operations plan and course map. A Food truck may be at the event, but will have their own County permits.

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

☐	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:
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SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT

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 JLS DATE: 6/24/2026

FOR CITY USE ONLY

Police Department Approval ☒ Yes ☐ No Jay Ritchie 30/06/2026
Jay Ritchie (Jun 30, 2026 10:03:13 PDT)
Initials _____ Date _____
Remarks _____

Public Works Approval ☒ Yes ☐ No Matthew Gurney 01/07/2026
Initials _____ Date _____
Remarks _____

Fire Department Approval ☒ Yes ☐ No Kevin Pacheco 30/06/2026
Kevin Pacheco (Jun 30, 2026 14:09:15 PDT)
Initials _____ Date _____
Remarks _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

Jim Richardson
Jim Richardson (Jun 29, 2026 14:15:48 PDT)

Julie Delk
Julie Delk (Jun 30, 2026 15:37:49 PDT)

PERMIT HOLDER INITIALS JLS DATE: 6/24/2026

	Yes	No	Initials	Date
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Remarks _____

Public Works Approval Yes No Initials _____ Date _____

Remarks	
---------	--

Fire Department Approval: _____

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

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
X	PERMIT FEE NON-COMMERCIAL	\$25.00
	PERMIT FEE COMMERCIAL	\$120.00
X	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

**2026 Operations Plan • Road Closures • Parking
Bisbee 1000 (October 17, 2026)**

DATE	TIME	ACTIVITY
Sep 18	8am	• Public Works hang Banners (7) on Main Street poles (optional)
Sep 21- Oct 2	9am– 3pm	• City of Bisbee/DOC Crew begin clearing stairs, cuts growth, removes trash, sweep stairs (Event Producer monitors)
Oct 2	9am	• Post No Parking NOTICES for Quality Hill residents
Oct 2	9am	• Event Producer picks up 20 – “No Parking” signs from City
Oct 12 - 18	6am – 3pm	• Parking spots in front of 201 Tombstone Canyon are posted “No Parking”
Oct 12 - 14	8am – 5pm	• Event Producer marks course • Event Producer puts up “No Parking” cones/signs distributed around course. • Signs will say, “NO Parking 10/16 6pm thru 10/17 1pm” • <i>Signs placed as follows:</i> • Stairs #1 (four parking spots) • Stairs#3 (four parking spots) • Stairs #8 (four parking spots) • See Map attached Higgins Park
Oct 16 - 17	7am/16 th – 2pm/17 th	• Signs will say, “Road Closed 10/16 7am thru 10/17 2pm” • <i>Signs placed as follows:</i> • Key Ave. (entire street, both sides & park entrance) 4qty

Oct 13 - 15	8am – 4pm Must be completed by 10/15	• COB cleans Higgins Hill Park • COB delivers roll-outs • COB installs tents (Store tent, Food tent)
Oct 14		• Porta Potties delivered
Oct 15		• KE&G delivers Higgins Hill barricades
Oct 15 - 16		• Event Producer sets up Higgins Hill Park (Awards tent, Band tent, Volunteer/First Aid tent), hang banners,
Oct 16	8am	• Pedrails delivered
Oct 16		• Pepsi delivers Higgins Hill Park
ROAD CLOSURES		
Oct 16 - 17	7am/17 th – 2pm/18 th	• Key Ave.
Oct 17	5am – 11am	• Quality Hill @ Tombstone closed for event registration, event start & runners headed for the finish at Higgins Hill Park.
Oct 17	5am – 11am	• Quarry Canyon Rd., Ledge Ave.,
Oct 17	8:30am – 11am	• Cross Ave. Quality Hill Rd.
Oct 17	8:30am – 11:00am	• Curve St, monitored by AZ Rangers
Oct 17	8:45am – 11am	• Main St., Tombstone Canyon to Moon Canyon
Oct 17	8am – 11am	• Clawson Road & High Road closed to Tombstone Canyon
Oct 17	8:45am – 10am	• Sherer to Subway to Main St.
Oct 17	9am	Bisbee 1000 STARTS – Ironman Statue

BISBEE 1000 STAIR CLIMB
EVENT
CITY PARK
OCTOBER 17, 2026
PERMIT #33-26

Permit Fee	\$ 25.00
TOTAL	\$ 25.00
Deposit	\$ 50.00

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: July 21, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 13, 2026REGULAR ☐ CONSENT ☒TYPE OF ACTION:
RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐**SUBJECT: Approval of a Special Event Liquor License Application submitted by Healthy Lunches Bisbee DBA Goar Park Lunches for the Pirates of the Sky Islands Ball event to be held at the Stock Exchange located at 15 Brewery Avenue, Bisbee, AZ on Friday, August 7, 2026, from 7:00pm to 10:00pm, Liza Kovach, Applicant.****FROM: Nina Williams, Acting City Clerk****RECOMMENDATION: Approve the Special Event Liquor License Application****PROPOSED MOTION: I move to Approve the Special Event Liquor License Application submitted by Healthy Lunches Bisbee DBA Goar Park Lunches for the Pirates of the Sky Islands Ball event to be held at the Stock Exchange located at 15 Brewery Avenue, Bisbee, AZ on Friday, August 7, 2026, from 7:00pm to 10:00pm, Liza Kovach, Applicant.****DISCUSSION:**

Liza Kovach has requested approval of a Special Event Liquor License Application submitted by Healthy Lunches Bisbee DBA Goar Park Lunches for the Pirates of the Sky Islands Ball event to be held at the Stock Exchange located at 15 Brewery Avenue, Bisbee, AZ on Friday, August 7, 2026, from 7:00pm to 10:00pm.

Ms. Kovach, has indicated that security personnel will be at each entry and exit.

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

Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
(602) 542-5141

DLLC USE ONLY

Job #:
Date Accepted:
LC:
License #:

SPECIAL EVENT LICENSE
APPLICATION FEE \$25.00 PER DAY

MUST be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1

Name of Non-Profit Organization, Candidate or Political Party: Healthy Lunches Bisbee DBA Goar Park Lunche

If the event will be held on an unlicensed premises, it **MUST** be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

LOCAL GOVERNING BODY

Date Received: <u>7-13-26</u>			
I, _____		☐ APPROVAL ☐ DISAPPROVAL	
Government Official		Title	
On behalf of _____		_____	
City, Town, County		Signature Date	

SECTION 2

Will the event be at a location with a current liquor license and within the approved and licensed area?

☐ Yes ☒ No (if no skip to section 3)

If yes, **MUST** attach a letter of explanation/permission/suspension from the licensed location and choose **ONE** option below.

Name of Licensed Location _____ Liquor License Number _____

- ☐ Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement. Letter of suspension required.
- ☐ Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee. Letter of permission required.
- ☐ Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event. Letter of suspension required.
- ☐ Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.) Letter of explanation and permission required.
- ☐ Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions – Retailer will be permitted to conduct all normal sales and service of alcohol. Letter of permission required.

SECTION 3

Applicant **MUST** be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Kovach , Liza

Last

First

Middle

2. Applicant's mailing address: PO Box 410 Bisbee AZ 85603

Street

City

State

Zip

3. Applicants home/cell phone: 480-798-7698 Non-profit organization phone: 480-798-7698

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

5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes (if yes, attach letter of explanation) ☒ No

SECTION 4

1. Name of non-profit organization: Goar Park Lunches

2. Non-Profit/IRS Tax Exempt Number: 83-1667860 Arizona Corporation Commission File #: 22875972

Required

Required

3. If Out Of State, specify State (Attach letter of good standing): _____

4. Special Event Name: Pirates of the Sky Islands Ball

SECTION 5

5. Event Location Name: Stock Exchange

6. Event Address: 15 Brewery Ave, Bisbee AZ

SECTION 6

Must list type of security and control measures will you take to prevent violations of liquor laws at this event.

0 Number of Police 7 Number of Security Personnel ☐ Fencing ☒ Barriers

Must explain security measures: Security personnel at each entry and exit

1. How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?

Check **one** of the following boxes. (R-19-318)

☒ On-site consumption

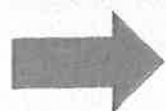
☐ Off-site (auction/wine/distilled spirits pull)

☐ Both

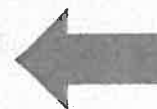
2. How many special event days have already been issued to this organization during the current year? _____

SECTION 9

Licensed location diagram: The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.



ATTACH DIAGRAM



Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. Must include dimensions of event area, fencing, barricades, or other control measures, and include positions of security personnel.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN SEALED CONTAINERS FOR AN AUCTION OR WINE/DISTILLED SPIRITS PULL, OR THE SPECIAL EVENT LICENSE IS STACKED WITH A WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

Declaration:

I, (Print Name) Liza Kovach, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: Liza Kovach

SPECIAL EVENT DIAGRAM AND SAFETY PLAN STANDARDS

Diagrams do not need to be overly complicated, they can be hand drawn. However, we do not accept photographs or aerial views that do not show the premises clearly. The diagram should clearly depict the special event area in relation to the entire premises.

Each diagram must include:

- Overview of the location
- The event area clearly outlined with black marker
- Where alcohol will be served/stored
- All entrances and exits
- Where security will be positioned
- Square footage of event area
- Show North, East, South, West

SECTION 7

Dates and Hours of Event - Days must be consecutive and may not exceed 10 days per year.

DAYS	DATE	DAY OF WEEK	EVENT START TIME AM/PM	EVENT END TIME AM/PM
DAY 1	08/07/26	Friday	7pm	10pm
DAY 2				
DAY 3				
DAY 4				
DAY 5				
DAY 6				
DAY 7				
DAY 8				
DAY 9				
DAY 10				

SECTION 8

1. Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?

☐ Yes ☒ No If yes, please provide the Name of the Special Event Contractor: _____

Special Event Contractor Signature: _____

2. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be a special event contractor)

☐ Yes ☒ No if yes, Name of Licensee: _____ Liquor License #: _____

3. List the name of the Organization/individual that will receive revenues:

MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.

Name: Bisbee Pirate Weekend Percentage: 75

Address: PO Box 342, Bisbee AZ 85603
Street City State Zip

Name: Goar Park Lunches Percentage: 25

Address: _____
Street City State Zip

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.



AGENDA ITEM NUMBER 2N

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Special Event Liquor License Application submitted by Bisbee Firefighters Local 2146 for an event to be held at Vista Park located at 500 W. Vista, Bisbee, AZ on Saturday, August 8, 2026, from 10:00am to 8:00pm, Brandon Hilderbrand, Applicant.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve the Special Event Liquor License Application

PROPOSED MOTION: I move to Approve the Special Event Liquor License Application submitted by Bisbee Firefighters Local 2146 for an event to be held at Vista Park located at 500 W. Vista, Bisbee, AZ on Saturday, August 8, 2026, from 10:00am to 8:00pm, Brandon Hilderbrand, Applicant.

DISCUSSION:

Bisbee Firefighters Local 2146 has requested approval of a Special Event Liquor License Application for an event to be held at Vista Park located at 500 W. Vista, Bisbee, AZ on Saturday, August 8, 2026, from 10:00am to 8:00pm.

Bisbee Firefighters Local 2146, has indicated that 5-10 firefighter personnel will check ID's, issue wristbands, and only serve alcohol to wrist banded guests within the fenced area.

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
(602) 542-5141

DLLC USE ONLY

Job #:
Date Accepted:
LC:
License #:

SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

MUST be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1

Name of Non-Profit Organization, Candidate or Political Party: Bisbee Firefighters Local 2146

If the event will be held on an unlicensed premises, it **MUST** be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

LOCAL GOVERNING BODY

Date Received: 7/2/26

I, _____ ☐ APPROVAL ☐ DISAPPROVAL
Government Official Title

On behalf of _____
City, Town, County Signature Date

SECTION 2

Will the event be at a location with a current liquor license and within the approved and licensed area?

☐ Yes ☒ No (if no skip to section 3)

If yes, **MUST** attach a letter of explanation/permission/suspension from the licensed location and choose **ONE** option below.

Name of Licensed Location _____ Liquor License Number _____

- ☐ Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement. Letter of suspension required.
- ☐ Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee. Letter of permission required.
- ☐ Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event. Letter of suspension required.
- ☐ Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.) Letter of explanation and permission required.
- ☐ Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions – Retailer will be permitted to conduct all normal sales and service of alcohol. Letter of permission required.

SECTION 3

Applicant MUST be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Hilderbrand Brandon Lee
Last First Middle
2. Applicant's mailing address: 406 Railroad Ave Sierra Vista AZ 85635
Street City State Zip
3. Applicants home/cell phone: 520 678 3609 Non-profit organization phone: 520 432 4110
4. Applicant's email address: bhilderbrand@bisbeeaz.gov
5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes (if yes, attach letter of explanation) ☒ No

SECTION 4

1. Name of non-profit organization: Bisbee Firefighters Local 2146
2. Non-Profit/IRS Tax Exempt Number: 96-6000 235 Arizona Corporation Commission File #: N/A
Required Required
3. If Out Of State, specify State (Attach letter of good standing): _____
4. Special Event Name: Bisbee Fire Local 2146 Horseshoe Tournament Fundraiser

SECTION 5

5. Event Location Name: Vista Park, Warren, Bisbee
6. Event Address: 500 W. Vista, Bisbee, AZ 85603

SECTION 6

Must list type of security and control measures will you take to prevent violations of liquor laws at this event.

_____ Number of Police 5-10 Number of Security Personnel ☒ Fencing ☒ Barriers

Must explain security measures: 5-10 firefighter personnel will check IDs, issue wristbands, and only serve alcohol to wristbanded guests within the fenced area.

1. How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Check one of the following boxes. (R-19-318)

☒ On-site consumption

☐ Off-site (auction/wine/distilled spirits pull)

☐ Both

2. How many special event days have already been issued to this organization during the current year? 0

SECTION 7

Dates and Hours of Event - Days must be consecutive and may not exceed 10 days per year.

DAYS	DATE	DAY OF WEEK	EVENT START TIME AM/PM	EVENT END TIME AM/PM
DAY 1	<u>08/08/2026</u>	<u>Saturday</u>	<u>1000 / 2000</u>	<u>2000</u>
DAY 2	_____	_____	_____	_____
DAY 3	_____	_____	_____	_____
DAY 4	_____	_____	_____	_____
DAY 5	_____	_____	_____	_____
DAY 6	_____	_____	_____	_____
DAY 7	_____	_____	_____	_____
DAY 8	_____	_____	_____	_____
DAY 9	_____	_____	_____	_____
DAY 10	_____	_____	_____	_____

SECTION 8

1. Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?

☐ Yes ☒ No If yes, please provide the Name of the Special Event Contractor: _____

Special Event Contractor Signature: _____

2. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be a special event contractor)

☐ Yes ☒ No if yes, Name of Licensee: _____ Liquor License #: _____

3. List the name of the Organization/individual that will receive revenues:

MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.

Name: Bisbee Firefighters Local 2146 Percentage: 100%

Address: 192 W. Hwy 92 Bisbee AZ 85603
Street City State Zip

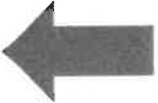
Name: _____ Percentage: _____

Address: _____
Street City State Zip

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.

SECTION 9

Licensed location diagram: The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.

 **ATTACH DIAGRAM** 

Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. Must include dimensions of event area, fencing, barricades, or other control measures, and include positions of security personnel.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN SEALED CONTAINERS FOR AN AUCTION OR WINE/DISTILLED SPIRITS PULL, OR THE SPECIAL EVENT LICENSE IS STACKED WITH A WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

Declaration:

I, (Print Name) Brandon Hilderbrand, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: 

SPECIAL EVENT DIAGRAM AND SAFETY PLAN STANDARDS

Diagrams do not need to be overly complicated, they can be hand drawn. However, we do not accept photographs or aerial views that do not show the premises clearly. The diagram should clearly depict the special event area in relation to the entire premises.

Each diagram must include:

- Overview of the location
- The event area clearly outlined with black marker
- Where alcohol will be served/stored
- All entrances and exits
- Where security will be positioned
- Square footage of event area
- Show North, East, South, West

BRIGGS AVE

**VISTA PARK
SPECIAL EVENT
SITE PLAN**

IAFF Local 2146
Horseshoe Fundraiser

Event Date:
August 8, 2026

Bisbee, Arizona

LEGEND

-  Event Perimeter / Barricade
-  Entrance
-  Tent / Seating Area
-  Food Vendor (Food Truck)
-  Alcohol Sales Booth
-  Existing Tree
-  Existing Gazebo / Ramada
-  Existing Playground (2 Locations)
-  Horseshoe Pits (Existing)
-  Emergency Access Route

NOTES:

- Entire park area enclosed
- Alcohol allowed within event perimeter
- Alcohol IDs will be checked to receive alcohol wristbands at the alcohol booth or one of the tent tables
- All entrances include ID check
- Barricades are pedestrian-only

N



NOT TO SCALE

ENTRANCE 1
W VISTA

ENTRANCE 2
E VISTA

ENTRANCE 3
D'AUTREMONT AVE
MAIN ENTRANCE

D'AUTREMONT AVE

W VISTA

E VISTA

24,000 Square Feet

Security personnel will be roaming around the entire event area.



THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

MUNICIPAL GENERAL ENDORSEMENT

ENDORSEMENT:

MUNICIPALITY	COVERAGE AGREEMENT NUMBER	EFFECTIVE DATE
Bisbee, City Of	2000059-10	07/01/2026

Add Special Event Liquor Liability - 8.8.2026
Community Horseshoe Tournament
Vista Park - 500 W. Vista Ave
Bisbee, AZ 85603

Membership Fee

\$ 400.00



THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

ARIZONA MUNICIPAL RISK RETENTION POOL LIQUOR LIABILITY ENDORSEMENT

This endorsement modifies coverage provided under the following:

Municipal Liability Coverage Agreement - AZMLCOV (Latest Edition Date)

The following exclusion is deleted:

Coverage Section III, Exclusions, BB. Liquor Liability.

This endorsement does not apply to any **MUNICIPAL EXCESS LIABILITY COVERAGE AGREEMENT.**

All other terms and conditions remain the same.



THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

ARIZONA MUNICIPAL RISK RETENTION POOL SPECIAL EVENT LIQUOR LIABILITY ENDORSEMENT

This endorsement modifies coverage provided under the following:

Municipal Liability Coverage Agreement - AZMLCOV (Latest Edition Date)

This endorsement does not apply to any **MUNICIPAL EXCESS LIABILITY COVERAGE AGREEMENT**.

SCHEDULE

Name & Date of Event	Description Of Underlying Coverage If Any
See Application on File	See Application on File

Coverage Section III, Exclusions, BB. Liquor Liability, is deleted from the Coverage Agreement, but only for events approved by underwriting with application on file with the Administrator for the Pool. .

1. The coverage provided by this endorsement applies as excess coverage over and above any other collectible insurance noted above.
2. The General Liability deductible shown in the Declarations shall apply to any "claim" or "suit" under this endorsement.
3. The coverage provided by this endorsement cannot be combined with any other coverage provided by the Pool.
4. The coverage provided by this endorsement applies only to the Named Member and any "member" named specifically on the Application on file.

All other terms and conditions remain the same.



**ARIZONA MUNICIPAL RISK RETENTION POOL
CHANGE OF PROPERTY SCHEDULE**

Coverage Agreement Number: 2000059-10
Member: Bisbee, City Of

Effective Date: 07/08/2026

The Property Schedule attached to this Coverage Part is amended as follows.

Total Endorsement Membership Fee: \$ 400



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 10, 2026

REGULAR ☒ **CONSENT** ☐

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

SUBJECT: Discussion and Possible Approval of Ordinance O-26-18, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 107 N. Taylor Avenue, Bisbee and declaring an emergency.

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve Ordinance O-26-18

PROPOSED MOTION: I move that we approve Ordinance O-26-18, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 107 N. Taylor Avenue, Bisbee and declaring an emergency.

DISCUSSION:

TIMO Holdings, LLC wishes to transfer ownership of the property located at 107 N Taylor Avenue, Bisbee, to the City of Bisbee.

The City of Bisbee would acquire the real property for the purpose of community development activity.

FISCAL IMPACT: \$TBD

DEPARTMENT LINE-ITEM ACCOUNT: Multiple Impacts

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

ORDINANCE O-26-18

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE ACCEPTANCE OF A TRANSFER OF REAL PROPERTY LOCATED AT 107 N TAYLOR AVE, FROM TIMO HOLDINGS, LLC TO THE CITY OF BISBEE AND DECLARING AN EMERGENCY

WHEREAS, the City is authorized to acquire property, or interests in such property, as its best interests may require by ordinance, pursuant to Sections 1.03(b) and 7.05 (h) of the Bisbee City Charter; and

WHEREAS, TIMO Holdings, LLC has offered to convey to the City of Bisbee a parcel of real property owned by TIMO Holdings, LLC to be used for the purpose of community development activity; and

WHEREAS, this property within the City of Bisbee, AZ, may prove to be useful community development activity in the future; and

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to accept this property as offered; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:

That an execution of transfer by Special Warranty Deed for the property described in the attached Exhibit A is hereby approved and the City Clerk is authorized to record such deed with the Cochise County Recorder on behalf of the City of Bisbee.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2026.

APPROVED:

Ken Budge, Mayor

ATTEST:

Nina Williams, Acting City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Pierce Coleman, PLLC

EXHIBIT A
PROPERTY DESCRIPTION
Parcel 102-16-120B, aka 107 N. Taylor, Bisbee, AZ

That portion of Lots 19, 20, 21 and 22 of the "Park Block" of Hedberg Townsite, according to Book 3 of Maps, page 83, in Section 28, Township 23 South, Range 24 East of the Gila and Salt River Meridian in Cochise County, Arizona, being more particularly described as follows;

Commencing at the Northwestern corner of said Lot# 22, "Park Block", identical with the Northeasterly corner of Lot# 23, said corner being on the Southerly line of First Street;

Thence North 67° 00' 1 0" East coincident with the Southerly line of First Street and the Northerly line Lot# 22, a distance of 50.00 feet; to the **Point of Beginning**;

Thence continuing North 67° 00' 1 0" East coincident with the Southerly line of First Street and the Northerly line Lot# 22, a distance of 50.00 feet;

Thence South 22° 59' 50" East a distance of 100.00 feet to a point on the Southerly line of Lot 19;

Thence South 67° 00' 1 0" West coincident with the Southerly line of said Lot 19 a distance of 50.00 feet;

Thence North 22° 59' 50" West a distance of 100.00 feet to a point on the Southerly line of First Street and the **Point of Beginning**.

Subject to an easement over the Southerly 12.00 feet of Lot 19 ("Park Block") identical with the Southerly 12.00 feet of Parcel "B".of the herein described parcel for ingress, egress and utilities.

Subject to any and all prior easements, rights-of-way, covenants, restrictions and encumbrances of record or not of record that may otherwise legally exist.

AGENDA ITEM NUMBER 4**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: July 21, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 15, 2026REGULAR ☒ CONSENT ☐TYPE OF ACTION:
RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐SUBJECT: Discussion and Possible Approval of the Tourism Marketing Services Agreement
between the City of Bisbee and Gordley Group, Inc.

FROM: Ashlee Coronado, City Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Tourism Marketing Services Agreement
between the City of Bisbee and Gordley Group, Inc.**DISCUSSION:**

The City issued an RFP for tourism marketing services and received ten (10) proposals. A six-member evaluation committee reviewed and scored the submissions based on the criteria established in the RFP. Following evaluation and review of supplemental information requested from the highest-ranked firms, the committee recommends entering into an Agreement with Gordley Group, Inc. to provide tourism marketing services for the City. Under the proposed agreement, the City of Bisbee will remain the designated Destination Marketing Organization (DMO) recognized by the Arizona Office of Tourism, while Gordley Group will provide marketing, advertising, promotion, public relations, stakeholder engagement, and related tourism marketing services in support of the City's tourism program.

FISCAL IMPACT: \$98,000.00 payable in monthly installments of \$8,166.67

DEPARTMENT LINE-ITEM ACCOUNT: 20-40-34000 & 20-40-42040

BALANCE IN LINE ITEM IF APPROVED: 20-40-34000- \$0.00
20-40-42040- \$95,100

Prepared by:

Ashlee Coronado
City Manager

Reviewed by:

Ashlee Coronado
City Manager

Marketing Management fees / Agency fees / Organic

	HAPI = \$48K	Gordley = \$98k	Destination IQ = \$108k (\$60K + \$48K)
New Website		X + SEO + analytics (\$\$)	Advise new website strategy only
Organic Social Media		X	X
Public Relations		X	Events
Print / Traditional Media		X	
Account Management	X	X	X
Creative work	X	X	X

TOURISM MARKETING SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT FOR TOURISM MARKETING SERVICES (the "Agreement") is made and entered into this ____ day of July, 2026 (the "Effective Date"), by and between the City of Bisbee, an Arizona municipal corporation (the "City"), and Gordley Group Inc., and Arizona Corporation ("Gordley Group") for tourism marketing and destination promotion services for the City's Destination Marketing Organization ("DMO"). The City and Gordley Group may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City seeks to enhance its local economy and quality of life by increasing tourism, promoting local events, and marketing Bisbee as a unique and attractive destination for visitors, with emphasis on overnight stays; and,

WHEREAS, a key objective of the City is to maximize transaction privilege tax collections made possible by visitor spending in the City; and,

WHEREAS, Gordley Group submitted a Proposal in response to the City's Request for Proposals ("RFP") for tourism marketing services, which Proposal is incorporated herein; and,

WHEREAS, the Arizona Office of Tourism ("AOT") is the Destination Marketing Organization ("DMO") for the State of Arizona and partners with local DMOs for the purpose of coordinating tourism promotion within the State of Arizona; and,

WHEREAS, the AOT recognizes only one DMO per established community, which local DMO is defined as a non-profit entity or government unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis; and,

WHEREAS, the the City shall continue to serve as the designated DMO recognized by the AOT and desires to engage Gordley Group to provide tourism marketing, advertising, promotional, stakeholder engagement, and related professional services in support of the City's tourism objectives.

WHEREAS, the Parties seek to further the goals and intent of the City's Bed Tax Ordinance to use the proceeds of the Bed Tax for promoting the City of Bisbee as an overnight visitor destination.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. Scope of Services. Gordley Group shall provide tourism marketing, destination promotion, advertising, stakeholder engagement, public relations, website support, strategic planning, and related professional services in support of the City's tourism and economic development objectives ("the "Services"). The Services provided by Gordley Group include the following:

- a. Gordley Group will promote the City's tourism objectives, to generate economic activity through effective marketing of the City.
- b. Gordley Group will develop and implement a comprehensive, year-round strategic marketing plan to promote the City as a visitor destination, which will include generating national and international exposure to the City.
- c. Gordley Group will generate promotional events, produce marketing content, and execute targeted advertising campaigns to attract visitors to the City and generate overnight visitation.
- d. Gordley Group will collaborate with local businesses, attractions, and community stakeholders to enhance the visitor experience in the City.
- e. Gordley Group will maintain and update a dedicated website and social media presence for tourism marketing.
- f. Gordley Group will support and promote a robust calendar of events to attract visitors throughout the year, especially during slower season periods.
- g. Gordley Group shall submit all required documentation to the City in order for the City to maintain its official DMO status.
- h. Gordley Group shall submit an annual budget and strategic marketing plan for review and approval by the City, no later than January 30 in order to be included in the City's annual budget discussions.
- i. Gordley Group shall establish key performance indicators ("KPIs") to measure the success of its marketing efforts, which may include metrics such as website traffic, social media engagement, visitor numbers, and lodging tax collections.
- j. Gordley Group will grant the City access to its project management platform, will discuss scope of work objectives, set benchmarks and timelines, and formulate a strategic plan for success.

- k. Gordley Group will provide the City Council with quarterly and annual reports detailing its activities, budget expenditures, KPIs, and progress towards the Parties' goals.

- l. The City anticipates the formation of a Tourism Advisory Board and once formed and established, Gordley Group will work with and present at a minimum quarterly updates and incorporate stakeholder input.

3. DMO Designation and Compliance. The City shall remain the designated DMO recognized by the AOT. Nothing contained in this Agreement shall transfer DMO designation, authority, or governance responsibilities to Gordley Group. Gordley Group's role shall be limited to providing the Services in support of the City's tourism promotion objectives. The City shall retain exclusive authority for all matters relating to its designation as the DMO, including grant applications, certifications, reporting, compliance determinations, and communications with AOT. Gordley Group shall provide administrative assistance only and shall not represent itself as the City's designated DMO. However, Gordley Group shall comply with all applicable AOT policies, cooperative marketing requirements, grant conditions, branding standards, reporting deadlines, and recordkeeping obligations applicable to Services performed under this Agreement.

4. City Visitor Center. The City will continue to operate and manage a local visitor center, which will be separate from and not a part of the Services with Gordley Group – However, Gordley Group will work with the City to support the City's visitor center program so that it aligns with the Services to further increase a great visitor experience in Bisbee.

5. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until July 31, 2027, unless earlier terminated as provided herein. This Agreement may be renewed for subsequent two (2) year terms upon written mutual consent of both Parties.

6. Compensation and Funding. The City shall pay Gordley Group an annual fee of Ninety-Eight Thousand Dollars (\$98,000.00) for the Services provided under this Agreement. The annual fee shall be paid in monthly installments of Eight Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$8,166.67).

The annual fee includes development and implementation of the City's tourism marketing program, strategic planning, advertising and marketing management, stakeholder engagement, public relations, website oversight, social media strategy, AOT coordination, performance reporting, and related Services described in the Scope of Services.

Advertising purchases, media placements, photography, sponsorships, videography, printing, website development, sponsored content, event promotion, influencer agreements and other third-party expenses are not included in the annual fee and shall be subject to prior City approval. Such expenses shall require prior written authorization by the City and be paid directly by the City or reimbursed to Gordley Group at actual cost, as approved by the City.

Gordley Group shall submit an annual tourism marketing plan and proposed budget for the upcoming fiscal year no later than January 30 of each year. Any funding provided through AOT

programs or other grants may be incorporated into the City's tourism marketing budget upon approval by the City.

All compensation under this Agreement shall remain subject to annual appropriation by the City Council.

7. Termination. This Agreement may be terminated by either Party with sixty (60) days' written notice. In the event of termination, Gordley Group will provide a final report the date of termination. Either Party may terminate this Agreement upon the other Party's failure to cure a material breach of the Agreement within fifteen (15) days of written notice to cure said breach. Within thirty (30) days following termination, Gordley Group shall transfer all digital assets, credentials, project files, reports, source files, vendor contacts, analytics, websites, and work product to the City without additional charge.

8. Audit and Records. Gordley Group agrees to maintain accurate financial records to enable the City to verify that any funds provided under this Agreement are expended in accordance with this Agreement. Gordley Group agrees that the City has the right to audit such funds to ensure compliance with this Agreement, upon reasonable notice. Gordley Group shall retain all records related to this Agreement for at least five (5) years after final payment and make such records available to the City and/or AOT, if required. Gordley Group acknowledges records relating to this Agreement may be subject to Arizona Public Records Law and shall cooperate with the City in responding to lawful requests.

9. Intellectual Property Rights. The City shall be the sole and exclusive owner of all rights, title, and interest in and to the Deliverables that will be provided for under this Agreement, including any associated Intellectual Property Rights. Gordley Group shall have a royalty-free license to use such Deliverables for tourism and community purposes during the term of this Agreement. For the purposes of this Agreement: (i) "Deliverables" means all documents, work product, concepts, designs, and other materials that are created hereunder in connection with or in the course of performing the Services; and (ii) "Intellectual Property Rights" means any and all trade secrets, trademarks, copyrights, patents, industrial designs and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing. Any Intellectual Property Rights created by Gordley Group without the use of City funds shall remain the Intellectual Property of Gordley Group and the City shall have a royalty-free license to use such Intellectual Property during the term of this Agreement. The City shall own all website domains, URLs, social media accounts, analytics accounts, CRM databases, advertising accounts, photographs, videos, creative assets, mailing lists, passwords, and other digital assets purchased or developed with City funds.

10. Insurance. Gordley Group shall maintain general liability insurance, with the City named as an additional insured for purposes of this Agreement. Such insurance shall include Commercial General Liability with an unimpaired limit of not less than \$1,000,000 for each occurrence, and a \$2,000,000 General Aggregate Limit, Automobile Liability with a limit of \$1,000,000 each

occurrence (if applicable), Workers Compensation with statutory limits, Employer's Liability, Professional Liability with an unimpaired limit of \$1,000,000 each claim and \$2,000,000 all claims, Cyber Liability with an unimpaired limit of \$1,000,000 each claim. All policies shall provide for additional insured endorsements with the City as an additional insured, and shall be primary non-contributory with a waiver of subrogation where commercially available. Gordley Group shall provide the City with certificates of insurance prior to the commencement of any work for the City.

11. Independent Contractor/Third-Parties. Gordley Group is an independent contractor and not an agent or employee of the City. This Agreement gives no rights or benefits to anyone other than the Parties hereto and has no third-party beneficiaries.

12. Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws and regulations.

13. Indemnification. Each Party agrees to hold harmless, indemnify, and defend the other against any claims, damages, or liabilities arising from its own negligence or performance under this Agreement. Gordley Group shall defend, indemnify, and hold harmless the City from claims arising from Consultant's negligence, intellectual property infringement, advertising content, employment practices, subcontractors, data breaches, and violations of law.

14. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of laws principals. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state court in Cochise County, Arizona.

15. Severability. In the event that any phrase, clause, sentence, paragraph, or other portion of this Agreement shall be illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

16. Authority. The Parties represent and warrant to the other Party that the execution, delivery and performance of this Agreement has been duly authorized by the responsible Parties thereof. The Parties warrant that all required approvals have been obtained and the executing individual has authority to bind the Party.

17. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

18. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, Gordley Group and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Gordley Group or its subcontractor's breach of the above-mentioned warranty shall be

deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of Gordley Group and its subcontractors who work on this Agreement to ensure that Gordley Group and its subcontractors are complying with the above-mentioned warranty.

19. 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's 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 Gordley Group 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. Gordley Group hereby waives any and all rights to bring any claim against the City from or relating in any way to the Owner's termination of this Agreement pursuant to this Section. Nothing set forth in this Section shall be construed as a waiver by Gordley Group of its right to bring claims against the City for all other matters related to this Agreement.

20. 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, and shall not adopt a policy that has the effect of inducing or requiring a person or company to boycott Israel.

21. Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Gordley Group certifies and agrees Gordley Group does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

22. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been fully delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by Certified Mail, return receipt requested, addressed as follows:

To City:
City of Bisbee
Attn: City Manager

118 Arizona Street
Bisbee, Arizona 85603

To Gordley Group:
Gordley Group
Attn: Tom Baca
2540 N. Tucson Blvd.
Tucson, Arizona 5716

Notice of address may be changed by any Party by giving notice to the other Parties in writing of a change of address. Such change shall be deemed to have been effectively noticed five (5) days after mailed by the Party changing address.

23. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

24. Survival Of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms of conditions are completed, and will be fully enforceable by either Party.

25. Assignment. Neither Party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement without the prior written consent of the other Party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and assigns.

26. Entire Agreement/Amendments. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. Neither Party will be bound by or be deemed to have made any representations, warranties, commitments, or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement. This Agreement may only be amended by a written document signed by both Parties.

27. Captions And Headings. The captions and headings of sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

28. 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.

[Remainder of page left blank, signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective authorized representatives as of the Effective Date first set forth above.

CITY OF BISBEE

GORDLEY GROUP, INC

By: _____
Ken Budge, Mayor

By: _____
Tom Baca, President

ATTEST:

Nina Williams, Acting City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney



AGENDA ITEM NUMBER 5

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: July 21, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: July 13, 2026

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of a Memorandum of Understanding with Naco Heritage Alliance Regarding Payment Processing for Camp Naco Projects

FROM: Michael Normand, Construction Project Manager, Camp Naco Project

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Memorandum of Understanding between the City of Bisbee and Naco Heritage Alliance regarding payment processing for Camp Naco projects

DISCUSSION

This MOU expands upon the agreement approved by the City Council in July 2025 and supports Naco Heritage Alliance's continued stewardship of City-owned Camp Naco. It establishes a framework for NHA-funded project expenses to be paid or reimbursed through existing City channels when doing so is the most efficient and cost-effective way to advance the revitalization of Camp Naco. The MOU does not obligate the City to expend unrestricted City funds.

FISCAL IMPACT: No immediate fiscal impact. Any future expenditures, reimbursements, or administrative costs will require separate written authorization and are subject to available funding and lawful appropriation.

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

M.E. Normand

Michael Normand
Construction Project Mgr, Camp Naco

Reviewed by:

Ashlee Coronado

Ashlee Coronado
City Manager

Cover Memo for MEMORANDUM OF UNDERSTANDING - Payment for Camp Naco Projects

Rationale/Purpose:

The Parties recognize that NHA may receive grant, donor, or other restricted funding for Camp Naco work even when the related construction contract, professional services agreement, vendor relationship, or project administration is held by or processed through the City.

This circumstance has already occurred through NHA's receipt of \$60,000 from Arizona State Parks for Camp Naco construction and construction personnel costs connected to work administered through existing City project channels. The Parties expect that similar circumstances may arise again as additional Camp Naco funding is secured.

Accordingly, this MOU is intended to resolve the general administrative question of whether approved Camp Naco project expenses may be paid, reimbursed, or otherwise processed through existing City channels with NHA funding when appropriate. Once this MOU is in place, the Parties may address future project-specific needs through written change orders, reimbursement requests, invoice approvals, grant documentation, or other written authorizations without needing to renegotiate this underlying administrative arrangement each time.

MEMORANDUM OF UNDERSTANDING
Between the City of Bisbee and Naco Heritage Alliance, Inc.
Regarding Payment Processing for Camp Naco Projects

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Bisbee, Arizona**, an Arizona municipal corporation ("City"), and **Naco Heritage Alliance, Inc.**, an Arizona nonprofit corporation recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, **EIN 27-1039885** ("NHA"). The City and NHA may be referred to individually as a "Party" and collectively as the "Parties."

Effective Date: _____

1. Purpose

The purpose of this MOU is to establish a practical framework allowing Camp Naco-related project expenses to be paid through existing City channels when doing so is administratively, legally, financially, or operationally useful to the Parties. This MOU is intended to help further define the relationship between both parties alongside the MOU approved by City of Bisbee City Council effective July 1, 2025.

This MOU is intended to support the preservation, rehabilitation, improvement, operation, programming, and public benefit of Camp Naco by allowing the City, when appropriate and mutually agreed upon, to process certain payments, contracts, purchase orders, reimbursements, invoices, vendor payments, grant-related expenditures, or other project expenses through its existing financial, procurement, accounting, project management, or administrative systems.

2. Background

The Parties recognize that Camp Naco is a significant historic and community asset requiring coordinated preservation, rehabilitation, public access, programming, stewardship, and administrative support.

The Parties further recognize that certain Camp Naco projects may involve public funding, private funding, philanthropic support, grants, donations, reimbursements, restricted funds, vendor contracts, construction-related costs, professional services, or other expenditures that may be most efficiently handled through existing City channels.

This MOU is intended to provide flexibility while preserving appropriate oversight, documentation, compliance, and accountability.

3. Scope of Covered Projects and Expenses

This MOU may apply to expenses related to Camp Naco, including but not limited to:

- a. Preservation, rehabilitation, stabilization, restoration, construction, or capital improvement projects;
- b. Architectural, engineering, environmental, planning, design, consulting, legal, accounting, or other professional services;
- c. Site preparation, utilities, infrastructure, accessibility, safety, drainage, landscaping, equipment, or facilities expenses;
- d. Interpretation, exhibits, educational materials, public programming, community engagement, and event-related costs;
- e. Grant-funded or donor-funded Camp Naco projects;
- f. Vendor payments, contractor payments, reimbursements, deposits, retainage, match payments, or project-related administrative expenses; and
- g. Other Camp Naco-related expenses mutually approved in writing by the Parties.

4. Use of Existing City Channels

When mutually agreed upon, the City may use its existing administrative channels to support Camp Naco project payments. These channels may include, but are not limited to:

- a. City procurement processes;
- b. City accounts payable processes;
- c. City purchase orders;
- d. City vendor registration and payment systems;
- e. City project accounting or grant accounting systems;
- f. City contract administration procedures;
- g. City reimbursement or drawdown processes; and
- h. Other lawful City financial or administrative mechanisms.

Nothing in this MOU requires the City to use a particular payment method, procurement method, account structure, or administrative process if the City determines that doing so would be inconsistent with applicable law, City policy, grant requirements, accounting standards, procurement rules, or the City's administrative capacity.

5. Written Authorization and Approval

Before the City processes payment for a Camp Naco project expense under this MOU, the Parties shall confirm the expense in writing. Written confirmation may occur by email, letter, invoice approval, project authorization form, purchase order request, grant documentation, or another written method acceptable to both Parties.

Each written authorization should identify, when applicable:

- a. The project or purpose of the expense;
- b. The vendor, contractor, consultant, or payee;
- c. The amount or estimated amount;

- d. The funding source;
- e. Whether the expense is to be paid directly by the City, reimbursed to the City by NHA, paid from funds held by or available to the City, or handled through another approved arrangement;
- f. Any grant, donor, or restricted-fund requirements;
- g. Any documentation required for payment; and
- h. The designated City and NHA contacts responsible for coordination.

6. Funding and Reimbursement

Unless otherwise approved in writing by the City, this MOU does not obligate the City to advance, pledge, or expend unrestricted City funds for Camp Naco expenses.

Covered expenses may be paid through one or more of the following methods:

- a. Funds already awarded, appropriated, granted, donated, transferred, or otherwise made available to the City for Camp Naco purposes;
- b. Funds provided to the City by NHA for Camp Naco purposes;
- c. Reimbursement from NHA to the City for approved Camp Naco expenses;
- d. Grant or donor funds awarded to NHA but approved for payment through City channels, to the extent permitted by the funder and applicable law;
- e. Grant or donor funds awarded to the City for Camp Naco purposes; or
- f. Any other lawful funding method mutually approved in writing by the Parties.

If NHA is responsible for reimbursing the City, NHA shall reimburse the City within 30 days after receipt of appropriate documentation, unless another written schedule is approved by the Parties.

7. Compliance

All payments processed through City channels shall comply with applicable federal, state, and local laws, regulations, procurement requirements, public records requirements, audit requirements, grant conditions, donor restrictions, accounting standards, and City policies.

NHA shall provide information reasonably necessary for the City to determine whether an expense is properly authorized, adequately documented, and consistent with applicable funding restrictions.

The City shall retain discretion to decline, delay, or request additional documentation for any payment if the City determines that the payment may be inconsistent with applicable requirements or insufficiently documented.

Nothing in this MOU authorizes the City to expend funds except as permitted by applicable law and any required appropriation. Nothing in this MOU authorizes the City to enter into any procurement, contract, or financial obligation except in accordance with applicable law, grant requirements, accounting standards, and City policies. This MOU is intended solely to provide

an administrative framework for processing certain Camp Naco-related payments and does not create independent spending or contracting authority.

8. Records and Documentation

The Parties shall maintain appropriate records related to Camp Naco project payments processed under this MOU.

Records may include invoices, receipts, contracts, purchase orders, payment confirmations, reimbursement requests, grant agreements, donor restrictions, written approvals, project budgets, reports, and correspondence.

The Parties agree to cooperate in providing documentation reasonably needed for audits, grant reporting, financial reporting, donor reporting, public records requests, board review, City review, or other lawful administrative purposes.

9. No Transfer of Ownership or Control

This MOU is limited to administrative coordination and payment processing for Camp Naco-related projects.

Nothing in this MOU transfers ownership of property, creates a lease, grants exclusive control over Camp Naco, transfers legal responsibility for the site, or modifies any separate agreement between the Parties unless expressly stated in a separate written agreement approved by both Parties.

10. Independent Status of the Parties

The Parties remain separate and independent entities. Nothing in this MOU creates a partnership, joint venture, employment relationship, agency relationship, or fiduciary relationship between the Parties, except that the City may, in its sole discretion and consistent with applicable law, process approved payments on behalf of Camp Naco projects as described in this MOU. Nothing herein authorizes either Party to bind the other except through separately authorized written approvals.

Neither Party may bind the other to any contract, debt, obligation, or expenditure unless specifically authorized in writing by the other Party.

11. Administrative Fees

The City may process Camp Naco-related payments under this MOU without an administrative fee unless otherwise agreed in writing.

If the City determines that a particular project requires significant staff time, financial administration, grant management, procurement support, or other administrative work, the Parties may mutually agree in writing to an administrative fee, cost allocation, or reimbursement arrangement.

12. Insurance, Liability, and Indemnification

Each Party shall be responsible for its own acts, omissions, employees, officials, agents, representatives, contractors, and volunteers to the extent provided by law.

To the extent permitted by Arizona law, each Party agrees to cooperate in good faith to address claims, disputes, losses, damages, or liabilities that may arise from activities conducted under this MOU.

Nothing in this MOU shall be construed as a waiver of any defense, immunity, limitation, or protection available to either Party under Arizona law.

13. Term

This MOU shall begin on the Effective Date and shall remain in effect until terminated by either Party under Section 15, unless replaced or superseded by a later written agreement.

The Parties may review this MOU periodically and may amend it as needed to reflect changing project needs, funding requirements, administrative procedures, or legal requirements.

14. Termination

Either Party may terminate this MOU upon thirty days' written notice to the other Party.

Termination shall not relieve either Party of obligations incurred before the effective date of termination, including reimbursement obligations, documentation requirements, reporting obligations, audit cooperation, or obligations tied to previously approved Camp Naco project expenses.

15. Amendments

This MOU may be amended only by written agreement signed by authorized representatives of both Parties.

16. Non-Appropriation

Any financial obligation of the City under this MOU is subject to lawful appropriation and availability of funds. Nothing in this MOU shall be construed to require the City to expend funds not lawfully available or appropriated.

17. Entire Understanding

This MOU represents the Parties' general understanding regarding the use of existing City channels for certain Camp Naco-related payments. It does not replace, amend, or supersede any separate grant agreement, lease, intergovernmental agreement, contract, funding agreement, construction agreement, or other binding legal document unless expressly stated in writing.

18. Signatures

The Parties indicate their understanding and acceptance of this MOU by the signatures below.

IN WITNESS WHEREOF, the Parties hereto have entered into this Memorandum of Understanding on the date first written above.

CITY OF BISBEE

By: _____
Ken Budge, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph D. Estes, City Attorney

Ashlee Coronado, City Manager

NACO HERITAGE ALLIANCE, INC.
EIN 27-1039885

By: _____
Jeremy Fricke, Executive Director

AGENDA ITEM NUMBER 6**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: July 21, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 6, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐SUBJECT: **Discussion and Possible Approval of Souder Miller's proposal for the redesign of Clawson Ave and Opera Ave retaining walls.**FROM: **Matthew Gurney, Public Works Director**RECOMMENDATION: **Approval**PROPOSED MOTION: **I move to approve Souder Miller's proposal for the redesign of Clawson Ave and Opera Ave retaining walls.****DISCUSSION:**

Staff recommends that the City Council approve the Professional Services Agreements with Souder, Miller & Associates in the amounts of **\$22,410** for the Clawson Avenue Retaining Wall Project and **\$15,310** for the Opera Drive Retaining Wall Project and authorize the City Manager to execute the agreements following review and approval by the City Attorney. These services will provide engineering design, construction documents, cost estimates, and bid support necessary to advance both projects toward construction.

The proposed design work reflects revisions to the original project concepts. At Clawson Avenue, additional sections of retaining wall have deteriorated since the initial project was developed, requiring the design to be expanded to address the larger area of failure. At Opera Drive, the project is being redesigned to reduce the overall scope and focus repairs on the section of retaining wall that is currently in need of repair, resulting in a more targeted and cost-effective project approach.

FISCAL IMPACT: \$37,720.00**DEPARTMENT LINE-ITEM ACCOUNT: 21-40-46210****BALANCE IN LINE ITEM IF APPROVED: \$880,327.00**

Prepared by:


Matthew Gurney
Public Works Director

Reviewed by:


Ashlee Coronado
City Manager



June 25, 2026

#9729903

City of Bisbee
Mr. Matthew Gurney, Public Works Director
118 Arizona Street
Bisbee, Arizona 85603
Tel. (520) 432-6262

**RE: Proposal for Professional Civil Engineering Services – Clawson Avenue Retaining Wall Design
in Bisbee, AZ.**

Dear Mr. Gurney:

This letter and accompanying Professional Service Agreement is Miller Engineers, Inc. d/b/a Souder, Miller & Associates' (SMA) proposal based upon conversations with Michael Johnson, P.E., for professional civil engineering services for the above referenced site.

Project Overview:

SMA will provide preliminary design and final design for a new retaining wall adjacent to the existing retaining walls on Clawson Avenue, Arizona. This will include the preparation of a complete set of civil engineering construction drawings, surveying, retaining wall design plans and analysis, bidding of the project and associated details in accordance with the most current version of the City of Bisbee Design Standards.

Client Provided Information:

SMA will require any available property information, previous boundary surveys, and/or other record information the client may have in their possession pertaining to the subject property.

Budget and Schedule:

Based on the attached detailed statement of work and the items listed above, SMA estimates a total budget of **\$22,410.00**. Please see attached Professional Services Agreement and Exhibit "A" for detailed of scope of work, deliverables, fees and schedule.

Additional services requested beyond the scope of services identified herein will be provided as a separate work order, including a specific scope of work and fee, and is not included as part of the base fee stated above.

This proposal may be withdrawn, at the option of SMA, if it has not been accepted within 30-days of its issuance. Souder, Miller & Associates appreciates the opportunity to provide professional consulting services for you. If you have any questions or comments concerning this proposal, please feel free call or email at your convenience.

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES



Damion Fragoso
Civil Staff Designer II
damion.fragoso@soudermiller.com



Michael Johnson, P.E.
Southern NM Civil TS Manager
michael.johnson@soudermiller.com

*Enc (2) – Professional Service Agreement
SMA 2025 Rate and Expense Schedule*

PROFESSIONAL SERVICES AGREEMENT
(Client - Consultant)

This Agreement is made and entered into this 25th day of June 2026, between the City of Bisbee (hereinafter called CLIENT) and SOUDER, MILLER & ASSOCIATES, INC., (hereinafter called CONSULTANT) for the design of a new retaining walls adjacent to existing retaining walls on Clawson Avenue in Bisbee, Arizona, SMA Project Number 9729903.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

CLIENT hereby engages CONSULTANT to perform the services identified in Exhibit A, for the compensation set forth in same said Exhibit A. Any additional work and corresponding compensation not identified in Exhibit A will be detailed and included in Amendments to this Agreement.

CONSULTANT shall be authorized to commence the Services upon execution of this Agreement, unless otherwise specified herein. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

IN WITNESS WHEREOF, the parties have read and executed this Agreement as of the date first written above.

CLIENT:

City of Bisbee
Mr. Matthew Gurney, Public Works Director
118 Arizona Street
Bisbee, Arizona 85603
Tel. (520) 432-6262
Federal Tax ID Number: _____

By: _____

Name, Title: _____

Date: _____

CLIENT ACCOUNT PAYABLE:

Name: _____

Address: _____

Phone Number: _____

CONSULTANT:

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011
Tel. (575) 647-0799
Federal Tax ID Number: 85-0336964

By: _____

Name, Title: Michael Johnson, P.E.
Southern NM Civil TS Manager

Date: June 25, 2026

CONSULTANT ACCOUNTING INVOICING:

Eileen Aven, PFA

(575) 647-0799, Ext. 1308



STANDARD TERMS AND CONDITIONS

1 Scope of Agreement

- 1.1 This Agreement supersedes all prior contracts or agreements, either verbal or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement between the parties with reference to said services.
- 1.2 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. It cannot be modified or changed by any verbal promise by whosoever made, nor shall any written modification of it be binding on the CLIENT until it has been approved in writing by both the CLIENT and the CONSULTANT and made a part of the Agreement by way of Amendment.
- 1.3 This Agreement shall be governed in accordance with laws of the State of New Mexico.

2 Right of Entry

- 2.1 The CLIENT will provide for right of entry of the CONSULTANT and all his equipment, in order to do the work.
- 2.2 While the CONSULTANT will take reasonable precautions to minimize damage to the property, it is understood by the CLIENT that in the normal course of work some damage to the surface may occur, the correction of which is not part of this Agreement.

3 Invoices

- 3.1 The CONSULTANT's compensation shall be as outlined in Exhibits or Amendments to this Agreement. Invoices may be submitted twice monthly and will include a final bill upon completion of services. Invoices will show total charges accrued during the billing period.
- 3.2 Any invoices or specific charges not disputed in writing by CLIENT within thirty (30) days of issue by CONSULTANT will be considered correct and accepted as valid by CLIENT.
- 3.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice

date. CLIENT agrees to pay a finance charge of two percent (2.0%) per month, or the maximum rate allowed by law, on past due accounts.

- 3.4 Any required Gross Receipts and/or Professional Services Taxes, as may be required by a specific jurisdiction, will be added to CONSULTANT's invoices, in addition to the fees quoted or agreed to, and are payable by the CLIENT. CLIENT may provide a suitable Non-Taxable Transaction Certificate to CONSULTANT in lieu of payment of tax if permissible by the jurisdiction.
- 3.5 CLIENT will compensate CONSULTANT for any expenses incurred to recover any invoiced amount that remains unpaid after 60 days. These costs may include both costs incurred internally by CONSULTANT or external fees charged by third-party collections placement agencies, attorneys, court costs or other resources. Said fees may in some cases exceed the principal of the amount owed.
- 3.6 If any invoiced amount remains unpaid after forty-five (45) days CONSULTANT may elect to cease work immediately; CONSULTANT will not be responsible for any loss to CLIENT resulting from this stoppage. Further, if, at any time during the course of the project any invoiced amount remains unpaid after forty-five (45) days, CONSULTANT may require CLIENT to provide an irrevocable letter of assignment of credit from a financial institution and in a form acceptable to the CONSULTANT in an amount to be determined by the CONSULTANT up to and including any remaining un-invoiced balance of the project and any outstanding invoice(s). Said credit line may be accessed at the discretion of the CONSULTANT for payment of any overdue invoices.

4 Ownership and Transfer of Documents

- 4.1 Upon CLIENT's payment in full for all Work performed under the Contract Documents, CONSULTANT shall grant CLIENT a license to



use all final reports, designs, drawings, specifications, calculations, and other deliverables (collectively, the "Deliverables") in connection with the Project, conditioned on CLIENT's express understanding that it's reuse of the Deliverables without the CONSULTANT's involvement or consent is at CLIENT's sole risk; and CLIENT agrees to indemnify, defend and hold harmless CONSULTANT and anyone working by or through CONSULTANT for all claims, damages, losses and expenses arising out of any such reuse without CONSULTANT's consent.

- 4.2 The CLIENT agrees that all documents and other work furnished to the CLIENT or his agents, which is not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.
- 4.3 Electronic files or digital format documents provided by CONSULTANT are transmitted solely for convenience and informational purposes. CLIENT acknowledges that (a) only signed and sealed hard copy documents shall be considered the final, legally binding deliverables; (b) such electronic files may not be accurate, complete, or to scale, and it is CLIENT's responsibility to verify dimensions, elevations, and data relationships; and (c) CONSULTANT makes no representations regarding the long-term compatibility, readability, or usability of the files due to differences in software, operating systems, or hardware. CLIENT agrees not to transmit or share these files with third parties without the prior written consent of CONSULTANT.
- 4.4 CONSULTANT retains all rights, title, and interest in and to: (a) all reports, boring logs, field data, field notes, drawings and specifications, calculations, estimates, laboratory test data, and other documents prepared by the CONSULTANT that are not otherwise expressly provided as final Deliverables to CLIENT; (b) any and all underlying know-how, methods, processes, software, techniques, inventions, and trade secrets developed, improved, or used in the performance of services under this Agreement, whether or not reflected in the Deliverables; and (c) the right to use,

reproduce, modify, and adapt the Deliverables or portions thereof for other projects, clients, or internal purposes. These retained rights shall not interfere with CLIENT'S use of the Deliverables for the intended project.

- 4.5 CLIENT acknowledges that CONSULTANT may claim tax benefits, including the federal Research and Development Tax Credit under 26 U.S.C. §41, in connection with the work performed. The parties agree that this Agreement shall be interpreted and administered in a manner that preserves CONSULTANT's right to claim such credits, including recognition that CONSULTANT retains substantial rights in the research and development work performed. The parties further agree that the services performed and materials developed by CONSULTANT under this Agreement do not constitute work made for hire as defined under U.S. copyright law. CONSULTANT grants to CLIENT only those rights expressly stated in this Agreement.

5 Standard of Care

- 5.1 Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- 5.2 CLIENT and CONSULTANT agree to implement commercially reasonable measures to secure the exchange and storage of electronic documents, ensuring protection against unauthorized access, breaches, or loss.

6 Allocation of Risk

- 6.1 The CLIENT agrees to limit the CONSULTANT's liability to the CLIENT, and anyone claiming by, through or under the CLIENT, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of CONSULTANT's services or this agreement regardless of cause(s) or the theory of liability, including negligence,



indemnity, or other recovery such that the total aggregate liability shall not exceed \$25,000 or the total of CONSULTANT's fees for the associated task or phase, whichever is greater. This limitation shall not apply to the extent the damage is paid under CONSULTANT's commercial general liability policy. In any case the time period for any damage claims will not exceed three (3) years after the date of the final invoice.

7 Sole Remedy

- 7.1 Notwithstanding anything to the contrary contained herein, CLIENT agrees that its sole and exclusive claim, demand, suit, judgment or remedy against the CONSULTANT shall be asserted against the CONSULTANT's corporate entity and not against its shareholders, directors, officers or employees.

8 Insurance

- 8.1 The CONSULTANT represents and warrants that it and its agents, staff and sub-consultants employed by it is and are protected by worker's compensation insurance and that the CONSULTANT has such coverage under professional liability, public liability and property damage insurance policies which the CONSULTANT deems to be adequate.
- 8.2 CONSULTANT carries professional liability insurance of at least \$1,000,000.
- 8.3 Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, the CONSULTANT agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by the CONSULTANT, its agents, staff, and sub-consultants employed by it, to the proportionate extent caused by such negligence. The CONSULTANT shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
- 8.4 The CONSULTANT shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

- 8.5 CLIENT and CONSULTANT mutually waive any right of subrogation against each other for damages covered by property insurance during and after the completion of the project.

9 Indemnification

- 9.1 It is expressly understood and agreed between CONSULTANT and CLIENT, that CONSULTANT shall indemnify the CLIENT for all losses, damages, claims, actions, or demands resulting from the CONSULTANT's negligent actions or inactions as a result of this Agreement to the proportionate extent that such damages are caused by CONSULTANT's negligence or willful misconduct. Similarly, CLIENT shall indemnify the CONSULTANT for all losses, damages, claims, actions, or demands to the extent caused by CLIENT's willful misconduct or negligent acts, errors or omissions as a result of this Agreement.

10 Termination

- 10.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or for convenience. Termination for substantial failure shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CONSULTANT shall be paid for services performed up to the termination notice date including both billed and unbilled costs.
- 10.2 Additionally, it is mutually agreed that both parties will refrain from soliciting and/or hiring each other's employees within one (1) year after completion of all tasks assigned under this Agreement and/or termination of the Agreement, whichever occurs later.

11 Confidentiality of Information

- 11.1 Except as required by law or this Agreement, or requested by the CLIENT, the CONSULTANT will communicate with and submit work products only to the CLIENT and parties specifically designated by the CLIENT. The CLIENT is responsible for all regulatory agency



submittals and public health officials' notifications.

- 11.2 Information required by law to be released to public health officials or regulatory agencies will be provided with prior written notice to CLIENT, unless prohibited by law.

12 Severability

- 12.1 CLIENT and CONSULTANT have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 12.2 However, CLIENT and CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

13 Changed Conditions

- 13.1 The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope of services should be redefined.
- 13.2 CONSULTANT will promptly inform CLIENT in writing of such situations, and if the facts discovered constitute a material change in Project assumptions, the parties shall promptly and in good faith enter into renegotiation of this Agreement to help permit CONSULTANT to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONSULTANT has an absolute right to terminate this Agreement. No payment for services beyond those described in the original scope will be authorized without a written amendment to this Agreement.

14 Consequential Damages

- 14.1 To the fullest extent permitted by laws and regulations, and except as might apply to

Section 10.2, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential or punitive damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, whether it was committed by the CLIENT or CONSULTANT, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

15 Defects in Service

- 15.1 CLIENT and CLIENT's personnel, contractors and subcontractors shall promptly report to CONSULTANT any defects or suspected defects in CONSULTANT's work, in order that CONSULTANT may take prompt, effective measures which in CONSULTANT's opinion will minimize the consequences of a defect in service.
- 15.2 Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, government restrictions, cyberattacks, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONSULTANT shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.
- 15.3 Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make



this Agreement subject to renegotiation or termination.

16 Information Provided by Others

- 16.1 CONSULTANT shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to CONSULTANT such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.
- 16.2 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT.
- 16.3 CLIENT accepts that any utility locations incorporated into design documents reflect the relative accuracy of the provider and/or utility owner. Unless otherwise specified in the scope of work, CONSULTANT has not verified indicated locations (or lack of) from any utility providers and hence cannot be presumed to guarantee the absence, presence or authoritative location of any utility.
- 16.4 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information resulting from uncertainty in utility location.

17 Public Responsibility

- 17.1 CLIENT and CONSULTANT each recognizes that they owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety.
- 17.2 If CLIENT for any reason decides to disregard CONSULTANT's recommendations in these

respects, CONSULTANT shall employ its best judgement in deciding whether or not to notify public officials. CLIENT agrees that such decisions are CONSULTANT's to make, in light of CONSULTANT's public responsibilities as CONSULTANT perceives them and, in any event, CONSULTANT should not be held liable in any respect, and CLIENT waives any claim against CONSULTANT, for failing to report conditions which were CLIENT's responsibility to report.

18 Jobsite Safety

- 18.1 Where construction work is being done on the site, CONSULTANT is responsible solely for his own and his employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibility for maintaining a safe jobsite.
- 18.2 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or his employees and subcontractors, shall be construed to imply CONSULTANT has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.
- 18.3 If working with or around a contractor employed by CLIENT, CLIENT agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT's Agreement with the general contractor or other contractors and subcontractors. CLIENT also warrants that CONSULTANT shall be made an additional insured under the contractor's general liability insurance policy.
- 18.4 CONSULTANT strives to maintain a work environment free of harassment, providing equal opportunity and compliance with professional licensing requirements to the benefit of employees and CLIENTS. Profanity, abusive behavior whether physical, verbal or otherwise and violence are all prohibited. At no time and under no circumstances whatsoever shall abusive, violent, destructive, menacing, or harassing behavior be tolerated from or to the CLIENT or any



party acting on behalf of the CLIENT. If after identification the behavior is not corrected, the contract may be suspended or terminated without penalty at the discretion of the CONSULTANT.

19 CLIENT's Responsibility to Notify Consultant

19.1 CLIENT hereby warrants that, if he knows or has any reason to know or suspect that hazardous materials may exist at the project site, he has so informed CONSULTANT. CLIENT also warrants that he has informed CONSULTANT of such known or suspected hazardous materials type, quantity and location.

19.2 When hazardous materials are known, assumed or suspected to exist at the site, CONSULTANT is required to take appropriate precautions to protect the health and safety of his personnel, to comply with applicable laws and regulations, and to follow procedures that CONSULTANT deems prudent to minimize physical risks to employees and the public.

20 Buried and Aboveground Structures and Utilities

20.1 In the prosecution of his work, the CONSULTANT will take reasonable precautions to avoid damage or injury to subterranean and aboveground structures and utilities.

20.2 The CLIENT agrees to hold the CONSULTANT harmless for any damages to subterranean and aboveground structures and utilities which are not called to the CONSULTANT's attention or correctly shown on the plans furnished.

21 Discovery of Unanticipated Hazardous Materials

21.1 Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed

condition mandating a renegotiation of the scope of work or termination of services.

21.2 CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21.3 CLIENT encourages CONSULTANT to take any and all measures that in CONSULTANT's professional opinion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of working to protect employees' and the public's health and safety.

21.4 In addition, CLIENT waives any claim against CONSULTANT for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials.

22 Discovery of Unanticipated Hazardous Materials on Site Not Belonging to CLIENT

22.1 In the event the project site is not owned by CLIENT, CLIENT warrants that he has obtained all necessary permissions for CONSULTANT to enter onto the site and conduct subsurface exploration activities. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

22.2 CLIENT also understands that any such discovery may result in recognition of a significant reduction of the property's value, and this may spur the property's owner to institute a claim for compensation for alleged damages even though discovery is not the cause of damages. Accordingly, in such situations, CLIENT waives any claim against CONSULTANT for injury or loss of any type arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT and CLIENT agrees to



indemnify, defend, and hold harmless the CONSULTANT from and against any claim, liability, loss or cost, including reasonable attorney's fees and cost of defense, allegedly arising out of access to or activities conducted on any such property.

23 Aquifer Contamination

- 23.1 Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONSULTANT will perform on CLIENT's behalf, CLIENT waives any claim against CONSULTANT for injury or loss which may arise as a result of alleged cross-contamination caused by sampling.

24 Contaminated Equipment and Consumables

- 24.1 Any of CONSULTANT's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated, and contaminated consumables must be disposed of properly. CLIENT agrees to remunerate CONSULTANT for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables.
- 24.2 In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment, may be less than the cost of decontamination. In such instances, CONSULTANT shall notify CLIENT and give CLIENT the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If CLIENT elects to purchase equipment, CLIENT and CONSULTANT shall enter into a specific agreement for that purpose.

- 24.3 For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

25 Disposal of Samples

- 25.1 Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONSULTANT shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing.
- 25.2 Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONSULTANT's custody and transporting them to a disposal site. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 25.3 CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

26 Contaminated Materials

- 26.1 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONSULTANT will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed and will leave the containers on site for proper lawful removal, transport, and disposal by CLIENT. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 26.2 The decision on how contaminated material will be disposed of or treated is not the responsibility of CONSULTANT. The



CONSULTANT can provide information on treatment options and qualified transporters and advise on the probable range of cost. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

- 26.3 Arrangement for transportation of contaminated material and off-site disposal shall be the sole responsibility of the CLIENT.

- 26.4 Waste analysis and preparation of permits does not constitute direction or decision by CONSULTANT regarding material disposal. By statute, responsibility for this decision resides with the generator and shall not be implied to be transferred to CONSULTANT because of the services provided. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

27 Subsurface Risks

- 27.1 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program.
- 27.2 For similar reasons, actual environmental, geologic and environmental/geotechnical conditions that CONSULTANT properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time must also be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change.
- 27.3 CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONSULTANT to help reduce them to that level deemed tolerable by CLIENT. CONSULTANT is available to explain these risks and risk reduction

methods to CLIENT, but in any event, the scope of services included with this Agreement is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.

28 Failure to Encounter Hazardous Materials

- 28.1 It is possible that exploration may fail to reveal the presence of hazardous materials at sites where hazardous materials are assumed or expected to exist. CLIENT understands that CONSULTANT's failure to discover hazardous materials through appropriate and mutually agreed-upon sampling techniques does not guarantee that hazardous materials do not exist at the site.
- 28.2 Similarly, a site which in fact is unaffected by hazardous materials at the time of CONSULTANT's subsurface exploration may later due to natural phenomena or human intervention become contaminated.
- 28.3 CLIENT agrees that it would be unfair to hold CONSULTANT liable for failing to discover hazardous materials whose exact location is impossible to foretell from the surface, or for failing to discover hazardous materials which in fact did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to save CONSULTANT harmless from any claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.
- 28.4 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

29 Joint and Several Liability

- 29.1 The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made



to provide compensation for as much as 100% of the damages assessed. As applied to hazardous materials projects, it is possible that the concept of joint and several liabilities could be construed to make CONSULTANT partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONSULTANT to be exposed to such an action, because CONSULTANT had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONSULTANT responsible for creating a hazardous condition or permitting one to exist.

- 29.2 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project cost.

30 Construction Observation

- 30.1 CLIENT recognizes that unanticipated or changed conditions may be encountered during construction. When CLIENT agrees to retain CONSULTANT to observe construction, CONSULTANT agrees to assign to the observation function persons qualified to observe and report on the quality of work performed by contractors, et al.
- 30.2 CLIENT recognizes that construction observation is a technique employed to minimize the risk of problems arising during construction. Provision of construction observation by CONSULTANT is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al, shall retain responsibility for the quality of their work and for adhering to plans and

specifications. Should CLIENT for any reason not retain CONSULTANT to observe construction, or should CLIENT unduly restrict CONSULTANT's assignment of personnel to observe construction or should CONSULTANT for any reason not perform construction observation during the full period of construction, CONSULTANT shall not have the ability to perform a complete service.

- 30.3 Should the CONSULTANT be prevented from performing a complete service, CLIENT waives any claim against CONSULTANT, and agrees to indemnify, defend and hold CONSULTANT harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by CONSULTANT.

31 Opinion of Probable Construction Cost

- 31.1 CLIENT recognizes that CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, competitive bidding or market conditions. Hence CONSULTANT'S opinions of probable costs are to be made on the basis of CONSULTANT's experience; but CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost.

32 Reliance by Third Parties

- 32.1 Any information, including but not limited to data, reports, findings, summaries, or recommendations, prepared by CONSULTANT for CLIENT in the course of performing the Services hereunder may not be relied upon by any person or entity other than CLIENT without CONSULTANT's prior written consent. Unless otherwise agreed, any use of information prepared by the CONSULTANT by anyone other than the CLIENT is entirely at that third party's own risk.

33 Assignment

- 33.1 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be



due) without the prior written consent of the other party.

34 Notices

- 34.1 Any notice required under this Agreement will be in writing and sent to the appropriate party at the address designated in this Agreement and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed. All notices shall be effective upon the date of receipt.

35 Dispute Resolution

- 35.1 If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled first through good faith negotiation or mediation within thirty (30) days of written notification of the dispute, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

36 State of Arizona Contract Requirements

- 36.1 Conflict of Interest. The Agreement is subject to the provisions of A.R.S. § 38-511.
- 36.2 E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors who work on this Agreement to ensure that Contractor and its subcontractors are complying with the above-mentioned warranty.

- 36.3 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.

- 36.4 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.



EXHIBIT A
SCOPE OF WORK, SCHEDULE AND COMPENSATION

Section 1: Scope of Work

Presented below is a detailed description of the professional services to be provided by the CONSULTANT to complete the project.

SMA will provide preliminary design and final design for a new retaining wall adjacent to the existing retaining walls on Clawson Avenue, Arizona. This will include the preparation of a complete set of civil engineering construction drawings, surveying, retaining wall design plans and analysis, bidding of the project and associated details in accordance with the most current version of the City of Bisbee Design Standards.

BASE CONTRACT

P1T21 Civil Project Administration

SMA will provide the following Project Administration Services:

1. Project Start-Up
 - a. Client Interview/Programming: SMA will meet with identified City of Bisbee staff individually or as a group to go over the goals and objectives of the project.
 - b. Start-Up Meetings: SMA will prepare and meet with the Design Team to review the established goals and objectives of the project. Included in this meeting will be established expectations of each member of the Design Team. This will also include meeting with City of Bisbee staff to review the project scope and finalize specific items with the project design. This will include establishing the key representatives from all agencies involved in the project design and review process.
 - c. Project Management Plan: SMA will develop a Project Management Plan establishing the design team. This plan will also outline staff assignments and timelines for completion of specific tasks.
2. On-Going Project Management
 - a. Monthly Budget Tracking: SMA will track project expenditures to meet the established project budget. This will include meeting with City of Bisbee staff to review monthly pay applications and to answer any questions that may arise.
 - b. Monthly Progress Reports: SMA will provide a monthly progress report to the City of Bisbee. This report will outline the status of each project task relative to the established schedule.
 - c. General Project Management: SMA will provide project management duties including ongoing communication with the City of Bisbee staff regarding project design activities and being available to address any questions that may arise from City of Bisbee staff.
3. Project Site Visits
 - a. This task shall include one site visit to the site to review the existing retaining wall during the design phase.
 - b. Should additional site visits be required due to unforeseen requirements requested by the City of Bisbee, or other reviewing agencies, this time shall be subject to a Contract Amendment and be billed to the client on a Time and Material basis.

Deliverable of this item is expected to be ongoing throughout the duration of the project.



P3T20 Preliminary Civil Design

SMA will prepare a set of civil site plan documents for the preliminary civil design of a new retaining walls adjacent to the existing retaining wall on Clawson Avenue. These documents will be utilized by the client to obtain a site development permit from any required permitting agencies. The plans will be prepared on SMA's standard format for site development, sealed by the SMA Project Engineer and meeting the requirements of the City of Bisbee. The plans will include the following sheets:

- Cover Sheet
- General notes and legend sheet.
- Site horizontal and vertical control plan.
- Grading and drainage plan.
- Final site utility design and/or relocations to include potable water, wastewater, fire protection, natural gas, electrical service and telecommunication service.
- Retaining wall plan and calculations.

SMA will develop a 60% construction plan set to be submitted to the City. Deliverable of this item is expected to be completed within 20 working days after completion of the Survey task.

P4T30 – Final Civil Design

SMA will provide final design services that will include revisions to the construction plans to approximately 90% complete; preparation of contract documents; preparation of the Engineer's Opinion of Probable Construction Costs (EOPCC); and submittal of these items to the City of Bisbee. The EOPCC will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources. Following receipt of comments, SMA will finalize the plans and specifications and prepare a single master package.

Deliverable of this item is expected to be complete within 10 working days after all review comments have been received. Note: SMA has not included funding for application or insurance fees that may be required by right of way management agencies.

Should additional reviews be required due to unforeseen requirements requested by the City of Bisbee, or other reviewing agencies, this time shall be subject to a Contract Amendment and be billed to the client on a Time & Material basis.

P4T90 Final Structural Design

TASK SCOPE

Our understanding of the scope is the design of a new concrete retaining wall. The retaining wall will run along a portion of Clawson Avenue. Heights of the wall will vary from 4 feet to 7 feet. SMA/Structural will provide the design of a new concrete retaining wall. The deliverables will include sealed construction drawings, details and specifications. Applicable current codes will be used. Provided geotechnical report will be reviewed prior to design. Horizontal and vertical loads will be developed and applied to the structure. From those loads the wall and foundation will be designed.

STRUCTURAL CONSTRUCTION ADMINISTRATION

SMA/Structural will provide construction administration in the form of submittal review and RFI response. Site visits will be conducted on a Time and Material basis.

P5TO1 - Bid Facilitation



Bid support includes activities associated with the bidding of the project or negotiations with an on-call contractor for the proposed project. These services will include attending a pre-bid teleconference and value engineering meeting to be held remotely for the City of Bisbee, answering contractor questions, preparation and distribution of design revisions as required and remote attendance at the pre-construction meeting.

WORK NOT INCLUDED

The above scope of services constitutes our entire proposal. Items specifically excluded are:

1. Any work not specifically outlined and included in the above task summaries.
2. Underground exploration of any kind (beyond any geotechnical services described above, if any),
3. Additional bores and testing in excess of number listed above,
4. Identification, location and/or verification of hazardous or toxic waste sites, archeological sites, or environmentally sensitive sites,
5. Redesign following approval of 75% review drawings,
6. Biological Survey, Cultural Resources Survey and/or an Environmental Assessment,
7. Resolution of any differences discovered between field and record data,
8. Payment of permit or recording fees, title research, exemption, express mailing and other fees,
9. Drainage report or any drainage calculations,
10. Landscape Design

Section 2: Schedule and Term

SMA will work with the City of Bisbee during the preliminary design phase to develop a mutually agreeable project schedule.



Section 3: Compensation

Compensation for the professional services identified in Section 1 of this Exhibit A shall be made as follows.

Fixed Fee Schedule – Design Phase		
Task	Description	Fee
P1T21	Project Administration	\$ 2,500.00
P3T20	Preliminary Civil Design (60% Complete)	\$ 4,950.00
P4T30	Final Civil Design (90% and 100%)	\$ 1,900.00
P4T90	Final Structural Design	\$ 9,660.00
Sub Total Design Phase Cost		\$ 19,010.00
Fixed Fee Schedule – Bidding and Construction Phase		
P5T10	Bid Facilitation	\$ 3,400.00
Total Cost		\$ 22,410.00

Project required permitting, application fees and direct reimbursable items as listed within the "Reimbursable Expense Schedule", Attachment Number 1, Exhibit A, Page 2 attached herein, are not included in the above fee schedule. These fees, as applicable, will be added to all invoices.

A copy of SMA's 2025 rates, fees, and expenses are enclosed with this proposal. Additional services requested by the client beyond the scope of services identified in the Professional Service Agreement will be provided as a separate Work Order, including a specific scope of work and fee, and are not included as part of the base fee stated above.

Section 4: Sub-consultants

SMA proposes to complete the work identified in Section 1 of this Exhibit A using the following sub-consultants. The Client approves of the use of the following sub-consultants: NA



SOUDER, MILLER & ASSOCIATES
PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE January 2025

PROFESSIONAL SERVICES

Professional Staff

Principal	\$250.00 per hour	Staff VIII	\$235.00 per hour
Senior Manager III	\$235.00 per hour	Staff VII	\$205.00 per hour
Senior Manager II	\$220.00 per hour	Staff VI	\$185.00 per hour
Senior Manager I	\$205.00 per hour	Staff V	\$165.00 per hour
Senior III	\$195.00 per hour	Staff IV	\$145.00 per hour
Senior II	\$185.00 per hour	Staff III	\$135.00 per hour
Senior I	\$175.00 per hour	Staff II	\$125.00 per hour
Project III	\$165.00 per hour	Staff I	\$115.00 per hour
Project II	\$155.00 per hour		
Project I	\$145.00 per hour		

Technical Staff

Tech VIII	\$180.00 per hour
Tech VII	\$165.00 per hour
Tech VI	\$150.00 per hour
Tech V	\$135.00 per hour
Tech IV	\$120.00 per hour
Tech III	\$110.00 per hour
Tech II	\$90.00 per hour
Tech I	\$75.00 per hour
Technical Intern II	\$65.00 per hour
Technical Intern I	\$50.00 per hour
Construction Observer IV	\$130.00 per hour
Construction Observer III	\$110.00 per hour
Construction Observer II	\$90.00 per hour
Construction Observer I	\$75.00 per hour

Support Staff

Project Financial/Manager Assistant II	\$100.00 per hour
Project Financial/Manager Assistant I	\$75.00 per hour
Administrative Assistant IV	\$130.00 per hour
Administrative Assistant III	\$110.00 per hour
Administrative Assistant II	\$90.00 per hour
Administrative Assistant I	\$75.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Mileage @ \$0.70 per mile (or current IRS rate)
- Per diem \$220.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials tasks with prior written acknowledgement of the client for services in excess of 8 hours per day, on weekends or holidays.





June 25, 2026

#9729903

City of Bisbee
Mr. Matthew Gurney, Public Works Director
118 Arizona Street
Bisbee, Arizona 85603
Tel. (520) 432-6262

**RE: Proposal for Professional Civil Engineering Services –Opera Drive Retaining Wall Design
in Bisbee, AZ.**

Dear Mr. Gurney:

This letter and accompanying Professional Service Agreement is Miller Engineers, Inc. d/b/a Souder, Miller & Associates' (SMA) proposal based upon conversations with Michael Johnson, P.E., for professional civil engineering services for the above referenced site.

Project Overview:

SMA will provide preliminary design and final design for a new retaining wall to replace the existing retaining wall on Opera Drive, in Bisbee, Arizona. The new retaining wall shall be constructed adjacent to the existing wall. The new wall design will modify the limits of the previous Redi-Rock design. The Length of the new retaining wall will be provided by the City of Bisbee. This will include the preparation of a complete set of civil engineering construction drawings including design plans and analysis, bidding of project and associated details in accordance with the most current version of the City of Bisbee Design Standards. Geotechnical investigation and surveying for Opera Drive retaining wall have previously been completed under another contract.

Client Provided Information:

SMA will require any available property information, previous boundary surveys, and/or other record information the client may have in their possession pertaining to the subject property.

Budget and Schedule:

Based on the attached detailed statement of work and the items listed above, SMA estimates a total budget of **\$15,310.00**. Please see attached Professional Services Agreement and Exhibit "A" for detailed of scope of work, deliverables, fees and schedule.

Additional services requested beyond the scope of services identified herein will be provided as a separate work order, including a specific scope of work and fee, and is not included as part of the base fee stated above.

This proposal may be withdrawn, at the option of SMA, if it has not been accepted within 30-days of its issuance. Souder, Miller & Associates appreciates the opportunity to provide professional consulting services for you. If you have any questions or comments concerning this proposal, please feel free call or email at your convenience.

*City of Bisbee
June 25, 2026
Page 2*

MILLER ENGINEERS, INC. D/B/A
SOUDE, MILLER & ASSOCIATES



Damion Fragoso
Civil Staff Designer II
damion.fragoso@soudermiller.com



Michael Johnson, P.E.
Southern NM Civil TS Manager
michael.johnson@soudermiller.com

*Enc (2) – Professional Service Agreement
SMA 2025 Rate and Expense Schedule*

PROFESSIONAL SERVICES AGREEMENT
(Client - Consultant)

This Agreement is made and entered into this 25th day of June 2026, between the **City of Bisbee** (hereinafter called CLIENT) and **SOUDER, MILLER & ASSOCIATES, INC.**, (hereinafter called CONSULTANT), for the design of a new retaining wall to replace existing retaining wall on Opera Drive in Bisbee Arizona, SMA Project Number 9729903.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

CLIENT hereby engages CONSULTANT to perform the services identified in Exhibit A, for the compensation set forth in same said Exhibit A. Any additional work and corresponding compensation not identified in Exhibit A will be detailed and included in Amendments to this Agreement.

CONSULTANT shall be authorized to commence the Services upon execution of this Agreement, unless otherwise specified herein. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

IN WITNESS WHEREOF, the parties have read and executed this Agreement as of the date first written above.

CLIENT:

City of Bisbee
Mr. Matthew Gurney, Public Works Director
118 Arizona Street
Bisbee, Arizona 85603
Tel. (520) 432-6262
Federal Tax ID Number: _____

By: _____

Name, Title: _____

Date: _____

CLIENT ACCOUNT PAYABLE:

Name: _____

Address: _____

Phone Number: _____

CONSULTANT:

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011
Tel. (575) 647-0799
Federal Tax ID Number: 85-0336964

By:  _____

Name, Title: Michael Johnson, P.E.
Southern NM Civil TS Manager

Date: June 25, 2026

CONSULTANT ACCOUNTING INVOICING:

Eileen Aven, PFA

(575) 647-0799, Ext. 1308



STANDARD TERMS AND CONDITIONS

1 Scope of Agreement

- 1.1 This Agreement supersedes all prior contracts or agreements, either verbal or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement between the parties with reference to said services.
- 1.2 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. It cannot be modified or changed by any verbal promise by whosoever made, nor shall any written modification of it be binding on the CLIENT until it has been approved in writing by both the CLIENT and the CONSULTANT and made a part of the Agreement by way of Amendment.
- 1.3 This Agreement shall be governed in accordance with laws of the State of New Mexico.

2 Right of Entry

- 2.1 The CLIENT will provide for right of entry of the CONSULTANT and all his equipment, in order to do the work.
- 2.2 While the CONSULTANT will take reasonable precautions to minimize damage to the property, it is understood by the CLIENT that in the normal course of work some damage to the surface may occur, the correction of which is not part of this Agreement.

3 Invoices

- 3.1 The CONSULTANT's compensation shall be as outlined in Exhibits or Amendments to this Agreement. Invoices may be submitted twice monthly and will include a final bill upon completion of services. Invoices will show total charges accrued during the billing period.
- 3.2 Any invoices or specific charges not disputed in writing by CLIENT within thirty (30) days of issue by CONSULTANT will be considered correct and accepted as valid by CLIENT.
- 3.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice

date. CLIENT agrees to pay a finance charge of two percent (2.0%) per month, or the maximum rate allowed by law, on past due accounts.

- 3.4 Any required Gross Receipts and/or Professional Services Taxes, as may be required by a specific jurisdiction, will be added to CONSULTANT's invoices, in addition to the fees quoted or agreed to, and are payable by the CLIENT. CLIENT may provide a suitable Non-Taxable Transaction Certificate to CONSULTANT in lieu of payment of tax if permissible by the jurisdiction.
- 3.5 CLIENT will compensate CONSULTANT for any expenses incurred to recover any invoiced amount that remains unpaid after 60 days. These costs may include both costs incurred internally by CONSULTANT or external fees charged by third-party collections placement agencies, attorneys, court costs or other resources. Said fees may in some cases exceed the principal of the amount owed.
- 3.6 If any invoiced amount remains unpaid after forty-five (45) days CONSULTANT may elect to cease work immediately; CONSULTANT will not be responsible for any loss to CLIENT resulting from this stoppage. Further, if, at any time during the course of the project any invoiced amount remains unpaid after forty-five (45) days, CONSULTANT may require CLIENT to provide an irrevocable letter of assignment of credit from a financial institution and in a form acceptable to the CONSULTANT in an amount to be determined by the CONSULTANT up to and including any remaining un-invoiced balance of the project and any outstanding invoice(s). Said credit line may be accessed at the discretion of the CONSULTANT for payment of any overdue invoices.

4 Ownership and Transfer of Documents

- 4.1 Upon CLIENT's payment in full for all Work performed under the Contract Documents, CONSULTANT shall grant CLIENT a license to use all final reports, designs, drawings,



specifications, calculations, and other deliverables (collectively, the "Deliverables") in connection with the Project, conditioned on CLIENT's express understanding that it's reuse of the Deliverables without the CONSULTANT's involvement or consent is at CLIENT's sole risk; and CLIENT agrees to indemnify, defend and hold harmless CONSULTANT and anyone working by or through CONSULTANT for all claims, damages, losses and expenses arising out of any such reuse without CONSULTANT's consent.

- 4.2 The CLIENT agrees that all documents and other work furnished to the CLIENT or his agents, which is not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.
- 4.3 Electronic files or digital format documents provided by CONSULTANT are transmitted solely for convenience and informational purposes. CLIENT acknowledges that (a) only signed and sealed hard copy documents shall be considered the final, legally binding deliverables; (b) such electronic files may not be accurate, complete, or to scale, and it is CLIENT's responsibility to verify dimensions, elevations, and data relationships; and (c) CONSULTANT makes no representations regarding the long-term compatibility, readability, or usability of the files due to differences in software, operating systems, or hardware. CLIENT agrees not to transmit or share these files with third parties without the prior written consent of CONSULTANT.
- 4.4 CONSULTANT retains all rights, title, and interest in and to: (a) all reports, boring logs, field data, field notes, drawings and specifications, calculations, estimates, laboratory test data, and other documents prepared by the CONSULTANT that are not otherwise expressly provided as final Deliverables to CLIENT; (b) any and all underlying know-how, methods, processes, software, techniques, inventions, and trade secrets developed, improved, or used in the performance of services under this Agreement, whether or not reflected in the Deliverables; and (c) the right to use, reproduce, modify, and adapt the

Deliverables or portions thereof for other projects, clients, or internal purposes. These retained rights shall not interfere with CLIENT'S use of the Deliverables for the intended project.

- 4.5 CLIENT acknowledges that CONSULTANT may claim tax benefits, including the federal Research and Development Tax Credit under 26 U.S.C. §41, in connection with the work performed. The parties agree that this Agreement shall be interpreted and administered in a manner that preserves CONSULTANT's right to claim such credits, including recognition that CONSULTANT retains substantial rights in the research and development work performed. The parties further agree that the services performed and materials developed by CONSULTANT under this Agreement do not constitute work made for hire as defined under U.S. copyright law. CONSULTANT grants to CLIENT only those rights expressly stated in this Agreement.

5 Standard of Care

- 5.1 Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- 5.2 CLIENT and CONSULTANT agree to implement commercially reasonable measures to secure the exchange and storage of electronic documents, ensuring protection against unauthorized access, breaches, or loss.

6 Allocation of Risk

- 6.1 The CLIENT agrees to limit the CONSULTANT's liability to the CLIENT, and anyone claiming by, through or under the CLIENT, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of CONSULTANT's services or this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery such that the



total aggregate liability shall not exceed \$25,000 or the total of CONSULTANT's fees for the associated task or phase, whichever is greater. This limitation shall not apply to the extent the damage is paid under CONSULTANT's commercial general liability policy. In any case the time period for any damage claims will not exceed three (3) years after the date of the final invoice.

7 Sole Remedy

- 7.1 Notwithstanding anything to the contrary contained herein, CLIENT agrees that its sole and exclusive claim, demand, suit, judgment or remedy against the CONSULTANT shall be asserted against the CONSULTANT's corporate entity and not against its shareholders, directors, officers or employees.

8 Insurance

- 8.1 The CONSULTANT represents and warrants that it and its agents, staff and sub-consultants employed by it is and are protected by worker's compensation insurance and that the CONSULTANT has such coverage under professional liability, public liability and property damage insurance policies which the CONSULTANT deems to be adequate.
- 8.2 CONSULTANT carries professional liability insurance of at least \$1,000,000.
- 8.3 Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, the CONSULTANT agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by the CONSULTANT, its agents, staff, and sub-consultants employed by it, to the proportionate extent caused by such negligence. The CONSULTANT shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
- 8.4 The CONSULTANT shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

- 8.5 CLIENT and CONSULTANT mutually waive any right of subrogation against each other for damages covered by property insurance during and after the completion of the project.

9 Indemnification

- 9.1 It is expressly understood and agreed between CONSULTANT and CLIENT, that CONSULTANT shall indemnify the CLIENT for all losses, damages, claims, actions, or demands resulting from the CONSULTANT's negligent actions or inactions as a result of this Agreement to the proportionate extent that such damages are caused by CONSULTANT's negligence or willful misconduct. Similarly, CLIENT shall indemnify the CONSULTANT for all losses, damages, claims, actions, or demands to the extent caused by CLIENT's willful misconduct or negligent acts, errors or omissions as a result of this Agreement.

10 Termination

- 10.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or for convenience. Termination for substantial failure shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CONSULTANT shall be paid for services performed up to the termination notice date including both billed and unbilled costs.
- 10.2 Additionally, it is mutually agreed that both parties will refrain from soliciting and/or hiring each other's employees within one (1) year after completion of all tasks assigned under this Agreement and/or termination of the Agreement, whichever occurs later.

11 Confidentiality of Information

- 11.1 Except as required by law or this Agreement, or requested by the CLIENT, the CONSULTANT will communicate with and submit work products only to the CLIENT and parties specifically designated by the CLIENT. The CLIENT is responsible for all regulatory agency



submittals and public health officials' notifications.

- 11.2 Information required by law to be released to public health officials or regulatory agencies will be provided with prior written notice to CLIENT, unless prohibited by law.

12 Severability

- 12.1 CLIENT and CONSULTANT have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 12.2 However, CLIENT and CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

13 Changed Conditions

- 13.1 The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope of services should be redefined.

- 13.2 CONSULTANT will promptly inform CLIENT in writing of such situations, and if the facts discovered constitute a material change in Project assumptions, the parties shall promptly and in good faith enter into renegotiation of this Agreement to help permit CONSULTANT to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONSULTANT has an absolute right to terminate this Agreement. No payment for services beyond those described in the original scope will be authorized without a written amendment to this Agreement.

14 Consequential Damages

- 14.1 To the fullest extent permitted by laws and regulations, and except as might apply to

Section 10.2, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential or punitive damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, whether it was committed by the CLIENT or CONSULTANT, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

15 Defects in Service

- 15.1 CLIENT and CLIENT's personnel, contractors and subcontractors shall promptly report to CONSULTANT any defects or suspected defects in CONSULTANT's work, in order that CONSULTANT may take prompt, effective measures which in CONSULTANT's opinion will minimize the consequences of a defect in service.

- 15.2 Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, government restrictions, cyberattacks, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONSULTANT shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.

- 15.3 Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make



this Agreement subject to renegotiation or termination.

16 Information Provided by Others

- 16.1 CONSULTANT shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to CONSULTANT such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.
- 16.2 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT.
- 16.3 CLIENT accepts that any utility locations incorporated into design documents reflect the relative accuracy of the provider and/or utility owner. Unless otherwise specified in the scope of work, CONSULTANT has not verified indicated locations (or lack of) from any utility providers and hence cannot be presumed to guarantee the absence, presence or authoritative location of any utility.
- 16.4 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information resulting from uncertainty in utility location.

17 Public Responsibility

- 17.1 CLIENT and CONSULTANT each recognizes that they owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety.
- 17.2 If CLIENT for any reason decides to disregard CONSULTANT's recommendations in these

respects, CONSULTANT shall employ its best judgement in deciding whether or not to notify public officials. CLIENT agrees that such decisions are CONSULTANT's to make, in light of CONSULTANT's public responsibilities as CONSULTANT perceives them and, in any event, CONSULTANT should not be held liable in any respect, and CLIENT waives any claim against CONSULTANT, for failing to report conditions which were CLIENT's responsibility to report.

18 Jobsite Safety

- 18.1 Where construction work is being done on the site, CONSULTANT is responsible solely for his own and his employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibility for maintaining a safe jobsite.
- 18.2 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or his employees and subcontractors, shall be construed to imply CONSULTANT has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.
- 18.3 If working with or around a contractor employed by CLIENT, CLIENT agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT's Agreement with the general contractor or other contractors and subcontractors. CLIENT also warrants that CONSULTANT shall be made an additional insured under the contractor's general liability insurance policy.
- 18.4 CONSULTANT strives to maintain a work environment free of harassment, providing equal opportunity and compliance with professional licensing requirements to the benefit of employees and CLIENTS. Profanity, abusive behavior whether physical, verbal or otherwise and violence are all prohibited. At no time and under no circumstances whatsoever shall abusive, violent, destructive, menacing, or harassing behavior be tolerated from or to the CLIENT or any



party acting on behalf of the CLIENT. If after identification the behavior is not corrected, the contract may be suspended or terminated without penalty at the discretion of the CONSULTANT.

19 CLIENT's Responsibility to Notify Consultant

19.1 CLIENT hereby warrants that, if he knows or has any reason to know or suspect that hazardous materials may exist at the project site, he has so informed CONSULTANT. CLIENT also warrants that he has informed CONSULTANT of such known or suspected hazardous materials type, quantity and location.

19.2 When hazardous materials are known, assumed or suspected to exist at the site, CONSULTANT is required to take appropriate precautions to protect the health and safety of his personnel, to comply with applicable laws and regulations, and to follow procedures that CONSULTANT deems prudent to minimize physical risks to employees and the public.

20 Buried and Aboveground Structures and Utilities

20.1 In the prosecution of his work, the CONSULTANT will take reasonable precautions to avoid damage or injury to subterranean and aboveground structures and utilities.

20.2 The CLIENT agrees to hold the CONSULTANT harmless for any damages to subterranean and aboveground structures and utilities which are not called to the CONSULTANT's attention or correctly shown on the plans furnished.

21 Discovery of Unanticipated Hazardous Materials

21.1 Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed

condition mandating a renegotiation of the scope of work or termination of services.

21.2 CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21.3 CLIENT encourages CONSULTANT to take any and all measures that in CONSULTANT's professional opinion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of working to protect employees' and the public's health and safety.

21.4 In addition, CLIENT waives any claim against CONSULTANT for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials.

22 Discovery of Unanticipated Hazardous Materials on Site Not Belonging to CLIENT

22.1 In the event the project site is not owned by CLIENT, CLIENT warrants that he has obtained all necessary permissions for CONSULTANT to enter onto the site and conduct subsurface exploration activities. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

22.2 CLIENT also understands that any such discovery may result in recognition of a significant reduction of the property's value, and this may spur the property's owner to institute a claim for compensation for alleged damages even though discovery is not the cause of damages. Accordingly, in such situations, CLIENT waives any claim against CONSULTANT for injury or loss of any type arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT and CLIENT agrees to



indemnify, defend, and hold harmless the CONSULTANT from and against any claim, liability, loss or cost, including reasonable attorney's fees and cost of defense, allegedly arising out of access to or activities conducted on any such property.

23 Aquifer Contamination

23.1 Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONSULTANT will perform on CLIENT's behalf, CLIENT waives any claim against CONSULTANT for injury or loss which may arise as a result of alleged cross-contamination caused by sampling.

24 Contaminated Equipment and Consumables

24.1 Any of CONSULTANT's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated, and contaminated consumables must be disposed of properly. CLIENT agrees to remunerate CONSULTANT for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables.

24.2 In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment, may be less than the cost of decontamination. In such instances, CONSULTANT shall notify CLIENT and give CLIENT the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If CLIENT elects to purchase equipment, CLIENT and CONSULTANT shall enter into a specific agreement for that purpose.

24.3 For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

25 Disposal of Samples

25.1 Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONSULTANT shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing.

25.2 Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONSULTANT's custody and transporting them to a disposal site. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

25.3 CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

26 Contaminated Materials

26.1 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONSULTANT will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed and will leave the containers on site for proper lawful removal, transport, and disposal by CLIENT. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

26.2 The decision on how contaminated material will be disposed of or treated is not the responsibility of CONSULTANT. The



CONSULTANT can provide information on treatment options and qualified transporters and advise on the probable range of cost. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

- 26.3 Arrangement for transportation of contaminated material and off-site disposal shall be the sole responsibility of the CLIENT.
- 26.4 Waste analysis and preparation of permits does not constitute direction or decision by CONSULTANT regarding material disposal. By statute, responsibility for this decision resides with the generator and shall not be implied to be transferred to CONSULTANT because of the services provided. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

27 Subsurface Risks

- 27.1 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program.
- 27.2 For similar reasons, actual environmental, geologic and environmental/geotechnical conditions that CONSULTANT properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time must also be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change.
- 27.3 CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONSULTANT to help reduce them to that level deemed tolerable by CLIENT. CONSULTANT is available to explain these risks and risk reduction

methods to CLIENT, but in any event, the scope of services included with this Agreement is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.

28 Failure to Encounter Hazardous Materials

- 28.1 It is possible that exploration may fail to reveal the presence of hazardous materials at sites where hazardous materials are assumed or expected to exist. CLIENT understands that CONSULTANT's failure to discover hazardous materials through appropriate and mutually agreed-upon sampling techniques does not guarantee that hazardous materials do not exist at the site.
- 28.2 Similarly, a site which in fact is unaffected by hazardous materials at the time of CONSULTANT's subsurface exploration may later due to natural phenomena or human intervention become contaminated.
- 28.3 CLIENT agrees that it would be unfair to hold CONSULTANT liable for failing to discover hazardous materials whose exact location is impossible to foretell from the surface, or for failing to discover hazardous materials which in fact did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to save CONSULTANT harmless from any claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.
- 28.4 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

29 Joint and Several Liability

- 29.1 The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made



to provide compensation for as much as 100% of the damages assessed. As applied to hazardous materials projects, it is possible that the concept of joint and several liabilities could be construed to make CONSULTANT partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONSULTANT to be exposed to such an action, because CONSULTANT had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONSULTANT responsible for creating a hazardous condition or permitting one to exist.

- 29.2 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project cost.

30 Construction Observation

- 30.1 CLIENT recognizes that unanticipated or changed conditions may be encountered during construction. When CLIENT agrees to retain CONSULTANT to observe construction, CONSULTANT agrees to assign to the observation function persons qualified to observe and report on the quality of work performed by contractors, et al.
- 30.2 CLIENT recognizes that construction observation is a technique employed to minimize the risk of problems arising during construction. Provision of construction observation by CONSULTANT is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al, shall retain responsibility for the quality of their work and for adhering to plans and

specifications. Should CLIENT for any reason not retain CONSULTANT to observe construction, or should CLIENT unduly restrict CONSULTANT's assignment of personnel to observe construction or should CONSULTANT for any reason not perform construction observation during the full period of construction, CONSULTANT shall not have the ability to perform a complete service.

- 30.3 Should the CONSULTANT be prevented from performing a complete service, CLIENT waives any claim against CONSULTANT, and agrees to indemnify, defend and hold CONSULTANT harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by CONSULTANT.

31 Opinion of Probable Construction Cost

- 31.1 CLIENT recognizes that CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, competitive bidding or market conditions. Hence CONSULTANT'S opinions of probable costs are to be made on the basis of CONSULTANT's experience; but CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost.

32 Reliance by Third Parties

- 32.1 Any information, including but not limited to data, reports, findings, summaries, or recommendations, prepared by CONSULTANT for CLIENT in the course of performing the Services hereunder may not be relied upon by any person or entity other than CLIENT without CONSULTANT's prior written consent. Unless otherwise agreed, any use of information prepared by the CONSULTANT by anyone other than the CLIENT is entirely at that third party's own risk.

33 Assignment

- 33.1 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be



due) without the prior written consent of the other party.

34 Notices

- 34.1 Any notice required under this Agreement will be in writing and sent to the appropriate party at the address designated in this Agreement and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed. All notices shall be effective upon the date of receipt.

35 Dispute Resolution

- 35.1 If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled first through good faith negotiation or mediation within thirty (30) days of written notification of the dispute, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

36 State of Arizona Contract Requirements

- 36.1 Conflict of Interest. The Agreement is subject to the provisions of A.R.S. § 38-511.
- 36.2 E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors who work on this Agreement to ensure that Contractor and its subcontractors are

complying with the above-mentioned warranty.

- 36.3 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.

- 36.4 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.



EXHIBIT A
SCOPE OF WORK, SCHEDULE AND COMPENSATION

Section 1: Scope of Work

Presented below is a detailed description of the professional services to be provided by the CONSULTANT to complete the project.

SMA will provide preliminary design and final design for a new retaining wall to replace the existing retaining wall on Opera Drive, in Bisbee, Arizona. The new retaining wall shall be constructed adjacent to the existing wall. The new wall design will modify the limits of the previous Redi-Rock design. The Length of the new retaining wall will be provided by the City of Bisbee. This will include the preparation of a complete set of civil engineering construction drawings including design plans and analysis, bidding of project and associated details in accordance with the most current version of the City of Bisbee Design Standards. Geotechnical investigation and surveying for Opera Drive retaining wall have previously been completed under another contract.

BASE CONTRACT

P1T21 Civil Project Administration

SMA will provide the following Project Administration Services:

1. Project Start-Up
 - a. Client Interview/Programming: SMA will meet with identified City of Bisbee staff individually or as a group to go over the goals and objectives of the project.
 - b. Start-Up meeting: SMA will prepare and meet with the Design Team to review the established goals and objectives of the project. This will also include meeting with City of Bisbee Staff to review the project scope and finalize specific items with the project design. This will include establishing the key representatives from all agencies in the project design and review process.
 - c. Project Management Plan: SMA will develop a Project Management Plan establishing the design team. This plan will also outline staff assignment and timelines for completion of specific tasks.
2. On-Going Project Management
 - a. Monthly Budget Tracking: SMA will track project expenditures to meet the established project budget. This will include meeting with City of Bisbee staff to review monthly pay applications and to answer any questions that may arise.
 - b. Monthly Progress Report: SMA will provide a monthly progress report to the City of Bisbee. This report will outline the status of each project task relative to the established schedule.
 - c. General Project Management: SMA will provide project management duties including ongoing communication with the City of Bisbee staff regarding project design activities and being available to address any questions that may arise from the City of Bisbee Staff.
3. Project Site Visits
 - a. This task shall include one site visit the site to review the existing walls during the design phase.
 - b. Should additional site visits be required due to unforeseen requirements requested by the City of Bisbee, or other reviewing agencies, this time shall be subject to a Contract Amendment and be billed to the client on a Time and Material basis.

Deliverable of this item is expected to be ongoing throughout the duration of the project.

P3T20 Preliminary Civil Design

SMA will prepare a set of civil construction drawing documents for the final design of a new retaining wall to replace the existing retaining wall on Opera Drive. These Documents will be utilized by the client to obtain a site development permit from any required permitting agencies. The plans will be prepared on SMA's standard format



for site development, sealed by the SMA Project Engineer and meet the requirements of the City of Bisbee. The plans will include the following:

- Cover Sheet.
- General notes and legend sheet.
- Site Horizontal and vertical control plan.
- Grading and drainage plan.
- Final site utility and/or relocations to include potable water, wastewater, fire protection, natural gas, electrical services and telecommunication services.
- Retaining wall plan and calculations.

SMA will develop a 60% construction plan to be submitted to the City of Bisbee. Deliverable of this item is expected to be completed within 20 working days after completion of the Survey task.

P4T30 – Final Civil Design

SMA will provide final design services that will include revisions to the construction plans to approximately 90% complete; preparation of contract documents; preparation of the Engineer's Opinion of Probable Construction Costs (EOPCC); and submittal of these items to the City of Bisbee. The EOPCC will estimate the quantities for all proposed items and will prepare unit price estimates for each item using SMA's database of existing projects and other resources. Following receipt of comments, SMA will finalize the plans and specifications and prepare a single master package.

Deliverables of this item is expected to be completed within 10 working days after all review comments have been received. Note: SMA has not included funding for application or insurance fees that may be required by right of way management agencies.

Should additional reviews be required due to unforeseen requirements requested by the City of Bisbee, or other reviewing agencies, this time shall be subject to a Contract Amendment and be billed to the client on a Time and Materials basis.

P5TO1 - Bid Facilitation

Bid support includes activities associated with the bidding of the project or negotiations with an on-call contractor for the proposed project. These services will include attending a pre-bid teleconference and value engineering meeting to be held remotely for the City of Bisbee, answering contractor questions, preparation and distribution of design revisions as required and remote attendance at the pre-construction meeting.

WORK NOT INCLUDED

The above scope of services constitutes our entire proposal. Items specifically excluded are:

1. Any work not specifically outlined and included in the above task summaries.
2. Underground exploration of any kind (beyond any geotechnical services described above, if any),
3. Additional bores and testing in excess of number listed above,
4. Identification, location and/or verification of hazardous or toxic waste sites, archeological sites, or environmentally sensitive sites,
5. Redesign following approval of 75% review drawings,
6. Biological Survey, Cultural Resources Survey and/or an Environmental Assessment,
7. Resolution of any differences discovered between field and record data,
8. Payment of permit or recording fees, title research, exemption, express mailing and other fees,
9. Drainage report or any drainage calculations,
10. Landscape Design



Section 2: Schedule and Term

SMA will work with the City of Bisbee during the preliminary design phase to develop a mutually agreeable project schedule.

Section 3: Compensation

Compensation for the professional services identified in Section 1 of this Exhibit A shall be made as follows.

Fixed Fee Schedule – Design Phase		
Task	Description	Fee
P1T21	Project Administration	\$ 2,160.00
P3T20	Preliminary Civil Design (60% Complete)	\$ 6,050.00
P4T30	Final Civil Design (90% and 100%)	\$ 3,200.00
Sub Total Design Phase Cost		\$ 11,410.00
Fixed Fee Schedule – Bidding and Construction Phase		
P5T10	Bid Facilitation	\$ 3,900.00
Total Cost		\$ 15,310.00

Project required permitting, application fees and direct reimbursable items as listed within the "Reimbursable Expense Schedule", Attachment Number 1, Exhibit A, Page 2 attached herein, are not included in the above fee schedule. These fees, as applicable, will be added to all invoices.

A copy of SMA's 2025 rates, fees, and expenses are enclosed with this proposal. Additional services requested by the client beyond the scope of services identified in the Professional Service Agreement will be provided as a separate Work Order, including a specific scope of work and fee, and are not included as part of the base fee stated above.

Section 4: Sub-consultants

SMA proposes to complete the work identified in Section 1 of this Exhibit A using the following sub-consultants. The Client approves of the use of the following sub-consultants: **NA**



SOUDER, MILLER & ASSOCIATES
PREFERRED PROFESSIONAL FEE SCHEDULE - *EFFECTIVE January 2025*

PROFESSIONAL SERVICES

Professional Staff

Principal	\$250.00 per hour	Staff VIII	\$235.00 per hour
Senior Manager III	\$235.00 per hour	Staff VII	\$205.00 per hour
Senior Manager II	\$220.00 per hour	Staff VI	\$185.00 per hour
Senior Manager I	\$205.00 per hour	Staff V	\$165.00 per hour
Senior III	\$195.00 per hour	Staff IV	\$145.00 per hour
Senior II	\$185.00 per hour	Staff III	\$135.00 per hour
Senior I	\$175.00 per hour	Staff II	\$125.00 per hour
Project III	\$165.00 per hour	Staff I	\$115.00 per hour
Project II	\$155.00 per hour		
Project I	\$145.00 per hour		

Technical Staff

Tech VIII	\$180.00 per hour
Tech VII	\$165.00 per hour
Tech VI	\$150.00 per hour
Tech V	\$135.00 per hour
Tech IV	\$120.00 per hour
Tech III	\$110.00 per hour
Tech II	\$90.00 per hour
Tech I	\$75.00 per hour
Technical Intern II	\$65.00 per hour
Technical Intern I	\$50.00 per hour
Construction Observer IV	\$130.00 per hour
Construction Observer III	\$110.00 per hour
Construction Observer II	\$90.00 per hour
Construction Observer I	\$75.00 per hour

Support Staff

Project Financial/Manager Assistant II	\$100.00 per hour
Project Financial/Manager Assistant I	\$75.00 per hour
Administrative Assistant IV	\$130.00 per hour
Administrative Assistant III	\$110.00 per hour
Administrative Assistant II	\$90.00 per hour
Administrative Assistant I	\$75.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ \$0.70 per mile (or current IRS rate)
Per diem \$220.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials tasks with prior written acknowledgement of the client for services in excess of 8 hours per day, on weekends or holidays.



**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: July 21, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: July 10, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval to purchase a 2026 Ford Transit T-150 Cargo Van with a double ladder rack from Peoria Ford for \$52,664.18.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the purchase of a 2026 Ford Transit T-150 Cargo Van with a double ladder rack from Peoria Ford for \$52,664.18.

DISCUSSION: The Public Works Department is requesting approval to purchase one (1) 2026 Ford Transit T-150 Low Roof Cargo Van equipped with a double ladder rack. This vehicle will provide a dedicated and secure means of transporting personnel, tools, equipment, and ladders needed for daily maintenance activities, infrastructure repairs, and response to service requests throughout the city.

The addition of this vehicle will enhance operational efficiency while supporting both employee and public safety. The enclosed cargo area will provide secure storage and transport of tools and equipment, reducing the potential for materials to shift, be lost, or create hazards during transit. The double ladder rack will allow ladders to be transported safely and securely, minimizing risks associated with improper transport and handling.

This vehicle will also provide Public Works staff with a reliable, purpose-built work vehicle equipped with modern safety features that improve visibility, maneuverability, and driver awareness. By providing employees with the appropriate equipment and transportation resources needed to perform their duties safely and efficiently, the city can improve delivery service while reducing potential safety risks to staff and the public.

FISCAL IMPACT: \$12,463.82 (Annually)

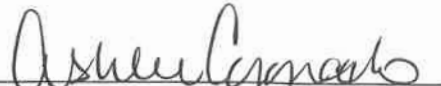
DEPARTMENT LINE-ITEM ACCOUNT: 10-74-99085

BALANCE IN LINE ITEM IF APPROVED: \$252.18

Prepared by:


Matthew Gurney
Public Works Director

Reviewed by:


Ashlee Coronado
City Manager



FORD CREDIT
Municipal Finance

1 American Road, MD 7500
Dearborn, Michigan 48126
1-800-241-4199, press 1

Financing Quote # 106160

July 7, 2026

Municipality: City of Bisbee
Dealer: Peoria Ford

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.
Expiration Date: 9/5/2026

Description	Unit Price
2026 Ford Transit 150 w/equipment	\$52,664.18

Total Asset Cost	\$52,664.18
Underwriting Fee	\$545.00
Amount Financed	\$53,209.18
Number of Payments	5
Payment Timing	Annual
Rate	8.59%
Payment Amount	\$12,463.82

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

Rachel Zimprich

Rachel Zimprich
Marketing Coordinator

1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

PFVT MOTORS, LLC.

9130 West Bell Road

Peoria, AZ 85382

Wesley Boswell

Government Account Team

Direct: 480-696-5930

**Quote # TKA77797**

Date	7/7/2026
Valid Until	7/12/2026
Contract	CTR059322 - AZ STATE
PO	
Lead Time	In stock

Customer: City of Bisbee Fire Department Jim Richardson 520-432-4110 jrichardson@bisbeeaz.gov Ford FIN: QV546

Invoice Address: 192 Highway 92 Bisbee, AZ 85603

Delivery Address: 192 Highway 92 Bisbee, AZ 85603
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Customer unit number	Description	Line Total
	TRANSIT TK A77797 2026 T-150 LR CARGO RWD EXTERIOR 2 PASSENGER 130" WB OXFORD WHITE 3.5L PFDI V6 (GAS) INTERIOR 10-SPEED TRANSMISSION DARK PALAZZO GRAY CLOTH	MSRP \$49,480.00
EXTERIOR AUXILIARY FUEL PORT BODY SIDE MOLDINGS - BLACK BUMPERS - CARBON BLACK DOOR HANDLES - BLACK DOORS - CARGO REAR W/ 180-DEGREE SWING-OUT DUAL POWER MIRRORS EASY FUEL® CAPLESS FILLER GLASS - SOLAR-TINTED HEADLAMP COURTESY DELAY HEADLAMPS - AUTO ON/OFF SINGLE SLIDING SIDE DOOR TIRE INFLATOR/SEALANT KIT WIPERS - RAIN-SENSING	INTERIOR A/C CLIMATE CONTROL ACCESSORY TURN-OFF DELAY ASSIST HANDLES - A-PILLAR CENTER CONSOLE DUAL SUNVISORS ELECTRONIC AUTO TEMP CTRL INTERIOR LIGHTING - LED IP CLUSTER 8" DIGITAL SCRIN LOCKING GLOVE BOX POWERPOINT - 12V (FRONT) STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS TACHOMETER USB A(1) AND C(1)-1ST ROW	FUNCTIONAL 5G MODEM AM/FM/MP3/BLEETOOTH & USB FORD CO-PILOT360® FORWARD COLLISION WARNING FRONT PARKING SENSORS KEYLESS ENTRY W/PUSH START LANE-KEEPING SYSTEM/ALERT POST-COLLISION BRAKING POWER LOCKS AND WINDOWS PRE-COLLISION ASSIST W/AEB REAR PARKING SENSORS REAR VIEW CAMERA SYNC®4 & 12" TOUCHSCREEN WIRELESS APPLE CARPLAY® AND ANDROID AUTO™
INCLUDED ON THIS VEHICLE OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG.101A 3.73 NON-LIMITED SLIP AXLE NO CHARGE REAR COMPARTMENT LIGHTING 75.00 FRONT LICENSE PLATE BRACKET NO CHARGE 8800# GVWR PACKAGE NO CHARGE 2WAY DRV/PASS PALAZZO CLOTH 115.00 50 STATE EMISSIONS NO CHARGE SPARE TIRE AND WHEEL 300.00 TIRE MOBILITY KIT DELETE NO CHARGE CONN PKG: 1 YR INCL W/FORD APP NO CHARGE 2 ADDITIONAL KEYS 75.00 VINYL MATS FLOOR COVERING 120.00 LOAD AREA PROTECTION PKG 395.00 .VINYL F/R FLOOR COVERING		
	Phase 2 discount applied 11.83% DIO: Window tint, 2 Additional keys 4 total Title, Registration and temporary tags Add: Double drop down ladder rack (installed) Ford Destination & Delivery	(\$5,854.32) INCLUDED INCLUDED \$2,861.68 \$2,095.00
	Subtotal	\$48,582.36
	Sales Tax 8.10%	\$3,935.17
	Tire Tax 5	\$11.65
	Extended Warranty	\$0.00
	Flooring	\$0.00
	Freight / Delivery	\$95.00
	Docs & Registration	\$40.00
	Total Per Unit	\$52,664.18
	Quantity of Units	1
	PO Total	\$52,664.18

Special Notes and Instructions Unit(s) in stock and ready for delivery Vehicle registration included Stock # TKA77797

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____
Print Name _____
Date _____

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382

480-696-5930 - wesley.boswell@governmentautosales.com