

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, OCTOBER 6, 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 Terry Priestley, 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:

- Proclamation Recognizing the Contributions of Bisbee Vogue, Inc. to Community Recreation
- Arizona Cities and Towns Week Proclamation
- Employee Service Awards

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, September 15, 2026.
Nina Williams, Acting City Clerk
- B. Approval of the Minutes of the Special Session of Mayor and Council held on Tuesday, September 22, 2026.
Nina Williams, Acting City Clerk
- C. Approval of the Appointment of Amanda Reyna to the Public Safety Personnel Retirement Board.
Nina Williams, Acting City Clerk
- D. Approval of a Park, Facility, and Right-of-Way Use Permit for B.R.A.T.S for the use of Tombstone Canyon and Main Street; from the Iron Man down to the Post Office to hold an Art Car Parade on Saturday, October 24, 2026, from 4:00pm to 4:30pm.
Nina Williams, Acting City Clerk
- E. Approval of a Park, Facility, and Right-of-Way Use Permit for the Copper Queen Hotel for the use of Howell Avenue for a Halloween Party to be held on Saturday, October 24, 2026, from 5:00pm to 2:00am.
Nina Williams, Acting City Clerk
- F. Approval of a Park, Facility, and Right-of-Way Use Permit for the Copper Queen Hotel for the use of Howell Avenue for a Halloween Party: Local's Night to be held on Saturday, October 31, 2026, from 5:00pm to 2:00am.
Nina Williams, Acting City Clerk
- G. Approval of a Park, Facility, and Right-of-Way Use Permit submitted by Kelly Galligan for the use of Lower Subway Street for a Halloween Party to be held on Saturday, October 31, 2026, from 7:00pm to 10:00pm.
Nina Williams, Acting City Clerk
- H. Approval of a Special Event Liquor License Application submitted by Bisbee Vogue Inc. for an event to be held at Higgins Hill Park located at 1 Higgins Hill, Bisbee, AZ on Saturday, October 17, 2026, from 9:00am to 1:00pm; Cynthia Conroy Applicant.
Nina Williams, Acting City Clerk
- I. Approval of a Special Event Liquor License Application submitted by the Bisbee Council on the Arts & Humanities for an event to be held at St. Stephen Nemanja Orthodox Church Hall located at 216 Park Avenue, Bisbee, AZ on Friday, October 23, 2026, from 5:30pm to 9:00pm; Cherry Anne Larkin, Applicant.
Nina Williams, Acting City Clerk
- J. Approval of a Special Event Liquor License Application submitted by the Bisbee Radio Project Inc. for the Live In The Lot: Spooky event to be held at the KBRP Radio Station located at 400 Arizona Street, Bisbee, AZ on Sunday, October 25, 2026, from 2:00pm to 6:00pm; Steven Andrew Cosand, Applicant.
Nina Williams, Acting City Clerk

- K. Approval of an Application for a Temporary Extension of Premises/Patio Permit submitted by the Copper Queen Hotel for Events to be held on Howell Avenue, Bisbee, AZ on Saturday, October 24, 2026, and Saturday, October 31, 2026, from 5:00pm to 1:00am each day; Helen Joyce Lampinen, Applicant.

Nina Williams, Acting City Clerk

- L. Approval of an Application for a Temporary Extension of Premises/Patio Permit submitted by POCO for an event to be held on Lower Subway Street, Bisbee, AZ on Saturday, October 31, 2026, from 7:00pm to 11:00pm; Kelly Galligan, Applicant.

Nina Williams, Acting City Clerk

- M. Approval of the Recommendation from the Bisbee Arts Commission to Fund a Sponsorship Application for Central School Project in the amount of \$850.00 from the Bisbee Arts Commission Fund.

Karen Schumacher, BAC Council Liaison

OLD BUSINESS

- 3. Discussion and Possible Approval of the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

Ashlee Coronado, City Manager

NEW BUSINESS

- 4. Discussion and Possible Approval of a Conservation Easement for the Camp Naco Site.

Jeremy Fricke, Executive Director, Naco Heritage Alliance

- 5. Discussion and Possible Approval of the Design Review Board Administration Approval Policy.

J. Emanuel Stuart, City Planner

- 6. Discussion and Possible Appointment of the following seven individuals to the Tourism Marketing Advisory Committee, including designation of the term for each appointment.

Ken Budge, Mayor

- 7. Discussion and Possible Approval of Resolution R-26-23; a Resolution of the Mayor and Council of the City of Bisbee, Approving the Transfer of Budget Funds within the City of Bisbee Fiscal Year 2025-2026 Budget.

Keri Bagley, Finance Director

- 8. Discussion and Possible Approval of the Acceptance of the Safety Enhancement Stipend (SES) Assistance Program awarded to the Bisbee Police Department in the amount of \$24,764 from the 100 Club of AZ. The funds will be used toward the purchase of Phazzer Enforcer Conducted Energy Weapons (Tasers) at a total purchase cost of \$25,693.20. The remaining balance of \$929.20 will be funded from the General Fund-Police Operational Expenses.

Timothy Cox, Chief of Police

9. Discussion and Possible Approval of the Governor's Office of Highway Safety Grant in the amount of \$31,700; 2027-405d-008 DUI/Impaired Driving Enforcement Overtime and including related materials and supplies (PBT's).

Timothy Cox, Chief of Police

10. Discussion and Possible Approval of the Governor's Office of Highway Safety Grant in the amount of \$31,360; 2027-PTS-011 STEP Enforcement Overtime including employee related expenses (Selective Traffic Enforcement Program).

Timothy Cox, Chief of Police

11. Discussion and Possible Approval of the FAA FY2026 AIP Grant Agreement for the Reconstruction of Airfield Lighting at the Bisbee Municipal Airport.

Matthew Gurney, Public Works Director

12. Discussion and Possible Approval of a Mutual Termination Agreement between the City of Bisbee and Cochise County for the Agreement for the Sale and Purchase of Wastewater Effluent dated November 19, 2024.

Matthew Gurney, Public Works Director

13. City Manager's Report:

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

ADJOURNMENT:

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

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

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

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

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

#1

CITY OF BISBEE
FINANCE DEPARTMENTPayment Approval Report - by GL Account
Report dates: 9/11/2026-10/1/2026Page: 1
Oct 01, 2026 12:15PM

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							
10-1020100 GASOLINE INVENTORY							
3551	SENERGY PETROLE	415662287	UNLEADED FUEL	09/11/2026	9,015.79	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLE	415662287	DIESEL FUEL	09/11/2026	5,012.23	.00	
10-2020203 DENTAL INSUR PAYABLE							
2233	DELTA DENTAL of ARI	RIS000723629	Dental premiums for October 2026	09/23/2026	2,516.70	2,516.70	09/24/2026
2233	DELTA DENTAL of ARI	RIS000723629	Dental premiums for October 2026-Buy up	09/23/2026	1,520.56	1,520.56	09/24/2026
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE 09-12-202	Police union dues for PPE 09/12/2026	09/15/2026	175.00	175.00	09/23/2026
1147	BISBEE FIREFIGHTE	PPE 09-12-202	UNION DUES	09/15/2026	472.50	472.50	09/23/2026
10-2021002 ADDITIONAL LIFE INSUR PAYABLE							
5455	MUTUAL OF OMAHA	2210966033	Employer Pd. Life Ins.	09/16/2026	930.32	930.32	09/24/2026
5455	MUTUAL OF OMAHA	2210966033	Voluntary Life & AD&D	09/16/2026	1,041.30	1,041.30	09/24/2026
10-2021005 AFLAC INSURANCE PAYABLE							
2111	AFLAC	227300	AFLAC invoice for September	09/25/2026	1,618.94	1,618.94	09/30/2026
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-BFD-S	LegalShield Premiums Fire Dept September 2026	09/21/2026	108.65	108.65	09/24/2026
10-2021007 VISION CARE INSUR PAYABLE							
2344	VISION SERVICE PLA	825974947	Vision Care for October 2026	09/18/2026	1,248.43	1,248.43	09/23/2026
10-2021009 GLOBE LIFE INS PAYABLE							
1467	GLOBE LIFE LIBERTY	26-1001	09378-GLOBE LIFE	09/23/2026	2,460.64	2,460.64	09/23/2026
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT	26-0912	Child Support Payments for PPE 09-12-2026	09/15/2026	667.71	667.71	09/23/2026
10-34-10880 PARKS USE PERMIT							
1832	EVA RUPERT EVENT	26-0916	REFUNDABLE DEPOSIT FROM PRKS PERMIT 24-26	09/16/2026	50.00	.00	
10-34-40066 AMBULANCE FEES							
7100	MARS REFUND ACC	2026.08.25	PATIENT REFUNDS	08/25/2026	157.60	.00	
Total :					26,996.37	12,760.75	
MAYOR & COUNCIL							
10-50-13100 BUSINESS TRAVEL							
6469	KAREN SCHUMACHE	26-0917	MILEAGE: LEAGUE OF AZ CITIES & TOWNS CONFERENC	09/17/2026	322.24	.00	
2297	TERRY PRIESTLEY	26-0914	MILEAGE REIMBURSEMENT-LEAGUE OF A CITIE & TOWN	09/14/2026	326.80	.00	
Total MAYOR & COUNCIL:					649.04	.00	
CITY MANAGER							
10-51-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - City Manager	09/16/2026	22.43	22.43	09/24/2026
10-51-24000 PHONES							
6050	VERIZON	6153363186	City Manager	09/13/2026	702.17	702.17	09/24/2026
10-51-46000 OPERATIONAL EXPENSES							
3211	JULIE DELK/BPD	26-0918	REIMBURSE SUPPLIES FOR NATL NITE OUT	09/18/2026	226.98	226.98	09/21/2026
Total CITY MANAGER:					951.58	951.58	
FINANCE DEPARTMENT							
10-52-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Finance	09/16/2026	109.88	109.88	09/24/2026
10-52-34000 CONTRACT SERVICES							
6366	ARIZONA DEPARTME	2027-104	AZDOR TAX SYSTEM MODERNIZATION FEE	09/21/2026	722.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
1181	PEREGRINE CORP.	99190	CITY OF BISBEE CARD BILLS 0902	09/03/2026	1,458.46	.00	
Total FINANCE DEPARTMENT:					2,291.04	109.88	
CITY CLERK							
10-53-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - City Clerk	09/16/2026	22.43	22.43	09/24/2026
10-53-24000 PHONES							
6050	VERIZON	6153363186	City Clerk	09/13/2026	37.88	37.88	09/24/2026
Total CITY CLERK:					60.31	60.31	
COMMUNITY DEVELOPMENT							
10-54-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Community Development	09/16/2026	22.43	22.43	09/24/2026
10-54-21000 ELECTRIC - SHELTER							
1097	AZ PUBLIC SERVICE	1587010000-0	938 Tovreaville Rd Kennel #1587010000	09/29/2026	413.48	413.48	09/30/2026
10-54-24000 PHONES							
4192	CENTURY LINK	333493134-09-	ANIMAL SHELTER 520-432-6020 333493134	09/21/2026	44.74	44.74	09/21/2026
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	816013003002	Internet Svc-Animal Shelter- 8160130030025674	09/29/2026	161.94	161.94	09/30/2026
10-54-24050 PHONES-COMMUNITY DEVELOPMENT							
6050	VERIZON	6153363186	City Planner	09/13/2026	79.14	79.14	09/24/2026
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON C	D08142320260	ANIMAL SHELTER - LABOR	09/16/2026	42.00	.00	
3163	AZ STATE PRISON C	D08142320260	ANIMAL SHELTER - MILEAGE	09/16/2026	21.44	.00	
3163	AZ STATE PRISON C	D08143020260	ANIMAL SHELTER - LABOR	08/31/2026	48.00	.00	
1862	B&D LUMBER & HAR	225226	FLUOR TUBE	09/18/2026	21.91	.00	
Total COMMUNITY DEVELOPMENT:					855.08	721.73	
ADMINISTRATION & GENERAL GOV'T							
10-55-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD- Admin Asst.	09/16/2026	21.84	21.84	09/24/2026
10-55-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	7290017491-0	2118 Newell St. Naco #7290017491	09/29/2026	132.52	132.52	09/30/2026
10-55-22000 WATER							
1106	ARIZONA WATER CO	100077530-08-	118 Arizona St #100077530	09/29/2026	322.62	322.62	09/30/2026
10-55-24001 INTERNET ACCESS							
6050	VERIZON	6153363186	City Hall Router	09/13/2026	40.01	40.01	09/24/2026
10-55-34000 CONTRACT SERVICES							
1401	KONICA MINOLTA PR	598608021	MONTHLY MAINTENANCE PAYMENT - 10/8/2026-11/07/202	09/09/2026	320.12	.00	
10-55-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SE	16N4-VR4P-F	CREDIT - BLK MINI CERTIFICATE JACKETS	09/22/2026	31.15-	.00	
4926	AMAZON CAPITAL SE	17X3-CCX9-1N	SHARPIE FELT TIP 12CT	09/01/2026	18.38	.00	
4926	AMAZON CAPITAL SE	17X3-CCX9-1N	COMIX DESK CALENDAR	09/01/2026	7.96	.00	
4926	AMAZON CAPITAL SE	17X3-CCX9-1N	BROTHER GENUINE P TOUCH 2-QTY	09/01/2026	93.90	.00	
4926	AMAZON CAPITAL SE	17X3-CCX9-1N	800 PIECE TABS 2INCH	09/01/2026	9.56	.00	
4926	AMAZON CAPITAL SE	1GNG-HMH7-	JOYREKEN GREEN 7-PORT USB 3.0 HUB	09/08/2026	24.16	.00	
4926	AMAZON CAPITAL SE	1GNG-HMH7-	6FT POWER STRIP TOWER SURGE	09/08/2026	23.19	.00	
4926	AMAZON CAPITAL SE	1VKG-HHD9-G	LAPTOP STAND, BLK MINI CERTIFICATE JACKETS, SML 2	09/15/2026	67.80	.00	
4926	AMAZON CAPITAL SE	1WXD-3HRM-1	WIRELESS KEYBOARD AND MOUSE COMBO-ROSE	09/16/2026	25.31	.00	
Total ADMINISTRATION & GENERAL GOV'T:					1,076.22	516.99	
PERSONNEL							
10-56-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Personnel	09/16/2026	22.43	22.43	09/24/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-56-24000 PHONES							
6050	VERIZON	6153363186	HR	09/13/2026	36.40	36.40	09/24/2026
Total PERSONNEL:					58.83	58.83	
LEGAL SERVICES							
10-57-34000 CONTRACT SERVICES							
6849	PIERCE COLEMAN P	33735	GENERAL LEGAL SERVICES - AUGUST	09/14/2026	5,843.00	.00	
Total LEGAL SERVICES:					5,843.00	.00	
WATER SYSTEMS							
10-58-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	6224970000-0	Douglas RD Pump - #6224970000	09/21/2026	48.94	48.94	09/21/2026
1097	AZ PUBLIC SERVICE	7117441000-08	Tombstone Cyn Pump #7117441000	09/08/2026	624.29	624.29	09/14/2026
10-58-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HAR	225107	MINERAL OIL	09/10/2026	55.83	.00	
1137	GEN-TECH	02-174210-1	PUMP HOUSE - SHOP SUPPLIES	09/17/2026	1,290.63	.00	
Total WATER SYSTEMS:					2,019.69	673.23	
INFORMATION SYSTEMS							
10-59-31000 PROFESSIONAL FEES							
1349	EXECUTECH	AZ-261694	IT SERVICES AGREEMENT	09/15/2026	5,515.13	.00	
1349	EXECUTECH	AZ-261744	RECURRING PRODUCTS MONTHLY BILLING-SEPTEMBE	09/15/2026	1,841.61	.00	
Total INFORMATION SYSTEMS:					7,356.74	.00	
POLICE DEPARTMENT							
10-62-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Police Officers (Sworn)	09/16/2026	634.43	634.43	09/24/2026
5455	MUTUAL OF OMAHA	2210966033	STD/LTD - Police (Non-Sworn)	09/16/2026	64.44	64.44	09/24/2026
10-62-12300 UNIFORMS & CLOTHING							
6479	FX TACTICAL	I1-10055222	UNIFORMS-AMOS	09/09/2026	588.07	.00	
6479	FX TACTICAL	I1-10055223	UNIFORMS-LONG	09/09/2026	202.18	.00	
6436	GALLS, LLC	036050554	UNIFORMS-SNYDER	08/21/2026	127.66	.00	
6436	GALLS, LLC	036080832	UNIFORM ALLOWANCE-JIM RICHARDSON	08/25/2026	172.14	.00	
6436	GALLS, LLC	036088896	UNIFORMS-SNYDER	08/25/2026	63.82	.00	
10-62-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	0546921000-0	1 W HWY 92 Police #0546921000	09/21/2026	1,144.32	1,144.32	09/21/2026
1097	AZ PUBLIC SERVICE	0625720000-0	938 BTovreaaville Rd Impound Lot #0625720000	09/29/2026	62.05	62.05	09/30/2026
1097	AZ PUBLIC SERVICE	8692621000-0	129 Tank Hill D - #8692621000	09/21/2026	92.18	92.18	09/21/2026
10-62-22000 WATER							
1106	ARIZONA WATER CO	100062157-08-	35 HWY 92 Police Dept 100062157	09/29/2026	105.36	105.36	09/30/2026
10-62-24000 PHONES							
4192	CENTURY LINK	333740667-09-	POLICE 520-432-2261 333740667	09/21/2026	32.78	32.78	09/21/2026
6050	VERIZON	6153363186	Animal Control	09/13/2026	77.80	77.80	09/24/2026
6050	VERIZON	6153363186	Police	09/13/2026	844.83	844.83	09/24/2026
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	816013003001	Internet Svc-Police Department - 8160130030019180	09/29/2026	175.92	175.92	09/30/2026
6050	VERIZON	6153363186	Police Air Cards	09/13/2026	120.03	120.03	09/24/2026
6050	VERIZON	6153373257	Police Air Cards	09/13/2026	515.69	515.69	09/24/2026
10-62-34000 CONTRACT SERVICES							
1499	RICOH USA, INC	1107849043	LATE CHARGES	09/15/2026	11.07	.00	
1499	RICOH USA, INC	42142842	LEASE CONTRACT IMC2510	09/11/2026	112.54	.00	
1499	RICOH USA, INC	42142842	LEASE CONTRACT IM46OF	09/11/2026	38.11	.00	
1499	RICOH USA, INC	42168210	LATE CHARGES	09/15/2026	5.41	.00	
1499	RICOH USA, INC	5073606983	LEASE CONTRACT IM46OF	07/30/2026	98.12	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
1499	RICOH USA, INC	5073606983	LEASE CONTRACT IMC2510	07/30/2026	106.59	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08177620260	PD-LABOR	09/16/2026	18.00	.00	
10-62-45300 CUSTODIAL SUPPLIES							
1862	B&D LUMBER & HAR	225065	JANITORIAL SPPLS	09/08/2026	7.99	.00	
10-62-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46090	MOUSE TRAPS	09/08/2026	11.22	.00	
1862	B&D LUMBER & HAR	225091	GFLAG BOLT SNAP	09/09/2026	4.37	.00	
1862	B&D LUMBER & HAR	225118	KEYS	09/10/2026	6.55	.00	
3211	JULIE DELK/BPD	26-0918	REIMBURSE SUPPLIES FOR NATL NITE OUT	09/18/2026	226.98	226.98	09/21/2026
10-62-61000 VEHICLE PARTS & LABOR							
2281	AUTOZONE STORE 1	10616022397	AUTO PARTS 8534	09/03/2026	138.73	.00	
2281	AUTOZONE STORE 1	10616026674	AUTO PARTS 1537	09/15/2026	10.89	.00	
6536	BISBEE NAPA AUTO P	405016	AUTO PARTS 8534	09/03/2026	46.35	.00	
6536	BISBEE NAPA AUTO P	405598	AUTO PARTS 0161	09/14/2026	27.75	.00	
6536	BISBEE NAPA AUTO P	405920	AUTO PARTS 0540	09/18/2026	5.73	.00	
1359	ED MORSE CHEVRO	605016980/1	REPAIR AC PARTS & LABOR-5648	08/31/2026	1,195.14	.00	
2195	ED MORSE FORD	114392/2	REPAIR KNOCK SENSOR 3771	08/25/2026	191.71	.00	
1496	THE BODY SHOP PAI	2498	REPAIRS-CHLNGR 0161	09/14/2026	803.87	.00	
10-62-62002 TIRES							
1854	W R RYAN - FIRESTO	T37295	4 TIRES-8624	08/05/2026	662.97	.00	
1854	W R RYAN - FIRESTO	T37315	1 TIRE-8534	08/06/2026	129.14	.00	
1854	W R RYAN - FIRESTO	T37324	4 TIRES-4067 & 1 TIRE 8534	08/10/2026	555.12	.00	
1854	W R RYAN - FIRESTO	T37582	1 TIRE REPAIR 1469	09/14/2026	36.01	.00	
Total POLICE DEPARTMENT:					9,474.06	4,096.81	
FIRE DEPARTMENT							
10-64-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD/LTD - Fire	09/16/2026	849.39	849.39	09/24/2026
10-64-12300 UNIFORMS & CLOTHING							
6479	FX TACTICAL	I1-10055042	UNIFORMS-HILDERBRAND	09/03/2026	510.89	.00	
10-64-13500 SUBSCRIPTIONS & DUES							
6950	COCHISE COUNTY FI	26-0915	ANNUAL MEMBERSHIP DUES 2026-2027	09/15/2026	50.00	.00	
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	4361690000-0	645 Tombstone Cyn Sta 2 - #4361690000	09/04/2026	461.75	461.75	09/14/2026
1097	AZ PUBLIC SERVICE	9079721000-0	192 Hwy 92 Hwy Fire Station #9079721000	09/29/2026	939.11	939.11	09/30/2026
10-64-22000 WATER							
1106	ARIZONA WATER CO	100038375-08-	Bisbee Fire Station 2 - 100038375	09/21/2026	45.11	45.11	09/21/2026
10-64-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910001916351	645 Tombstone Cyn - Fire #2- 910001916351	09/09/2026	60.66	60.66	09/14/2026
10-64-24000 PHONES							
4192	CENTURY LINK	333495025-09-	FIRE DEPT QW333495025001 333495025	09/21/2026	99.99	99.99	09/21/2026
4192	CENTURY LINK	333830226-09-	FIRE DEPT 520-432-4110 333830226	09/21/2026	82.79	82.79	09/21/2026
4192	CENTURY LINK	334079108-09-	FIRE DEPT #2 520-432-6022 334079108	09/21/2026	37.23	37.23	09/21/2026
6050	VERIZON	6153363186	Fire	09/13/2026	355.74	355.74	09/24/2026
10-64-24001 INTERNET ACCESS FEES							
6050	VERIZON	6153363186	Fire Dept Air Card	09/13/2026	137.86	137.86	09/24/2026
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	0123742-IN	AUGUST COMMISSION	08/31/2026	2,518.05	.00	
10-64-46000 OPERATIONAL EXPENSES							
2281	AUTOZONE STORE 1	10616027407	BATTERY CHARGER	09/17/2026	135.62	.00	
2281	AUTOZONE STORE 1	10616027408	CAR WASH AND WAX	09/17/2026	11.21	.00	
2957	POSITIVE PROMOTIO	7774170	FIRE PREVENTION SUPPLIES FOR KIDS	09/14/2026	1,425.98	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDIC	86350283	MEDICAL SUPPLIES	09/10/2026	923.62	.00	
10-64-55200 NON CAP EQUIP PURCHASES							
1592	MES SERVICE COMP	2576064	FIRE VULCAN LED STANDARD SYSTEM	08/27/2026	271.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	405703	REMAN STARTER FOR E811	09/15/2026	419.84	.00	
Total FIRE DEPARTMENT:					9,336.12	3,069.63	
CEMETERY							
10-70-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08494020260	CEMETERY-LABOR	09/16/2026	234.00	.00	
3163	AZ STATE PRISON C	D08494020260	CEMETERY-MILEAGE	09/16/2026	268.67	.00	
3163	AZ STATE PRISON C	D084942-A202	CEMETERY-LABOR	08/31/2026	402.00	.00	
Total CEMETERY:					904.67	.00	
BUILDING & MAINTENANCE							
10-74-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD- Bldg Maintenance	09/16/2026	22.43	22.43	09/24/2026
10-74-24000 PHONES							
6050	VERIZON	6153363186	Bldg Maintenance	09/13/2026	79.14	79.14	09/24/2026
10-74-34000 CONTRACT SERVICES							
7060	CINTAS	4281699657	UNIFORMS	09/09/2026	6.62	.00	
7060	CINTAS	4281699657	UNIFORMS	09/09/2026	6.18	.00	
7060	CINTAS	4282556962	UNIFORMS	09/16/2026	6.18	.00	
7060	CINTAS	4282556962	UNIFORMS	09/16/2026	6.62	.00	
7060	CINTAS	4283332788	UNIFORMS	09/23/2026	6.62	.00	
7060	CINTAS	4283332788	UNIFORMS	09/23/2026	6.18	.00	
6172	MMPC	195737	SENIOR CENTER - PEST CONTROL	09/09/2026	65.00	.00	
6172	MMPC	196730	PEST CONTROL-AIRPORT	09/22/2026	50.00	.00	
10-74-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08142320260	CITY HALL-MILEAGE	09/16/2026	21.44	.00	
3163	AZ STATE PRISON C	D08142320260	BM-MILEAGE	09/16/2026	21.44	.00	
3163	AZ STATE PRISON C	D08176320260	CITY HALL-LABOR	08/31/2026	42.00	.00	
3163	AZ STATE PRISON C	D08176520260	BM-LABOR	08/31/2026	72.00	.00	
3163	AZ STATE PRISON C	D08177420260	CITY HALL-LABOR	09/16/2026	42.00	.00	
3163	AZ STATE PRISON C	D08177720260	BM-LABOR	09/16/2026	72.00	.00	
10-74-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	46175	FASTENERS	09/17/2026	5.80	.00	
10-74-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1194-D1V1-FR	AIR FILTERS, MOP HEAD, CLOROX WIPES	09/25/2026	374.47	.00	
4926	AMAZON CAPITAL SE	1HTW-3V7G-D	CITY HALL-URINAL/TOILET MATS	09/17/2026	107.35	.00	
4926	AMAZON CAPITAL SE	1VW4-YPNX-9	PRINTER INK REFILL	09/24/2026	5.66	.00	
6536	BISBEE NAPA AUTO P	406203	REFRIGERANT	09/23/2026	60.69	.00	
4191	GRAINGER	9077211770	LIBRARY ANNEX - TOILET PAPER ROLL	09/11/2026	74.04	.00	
4191	GRAINGER	9079012648	CITY HALL - REFILL DISPENSER BOX (6)	09/14/2026	88.05	.00	
10-74-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	46092	STATION 82-ANGLE ALUM	09/08/2026	226.29	.00	
1659	ACE HARDWARE	46144	JANITORIAL SUPPLIES	09/15/2026	26.18	.00	
1862	B&D LUMBER & HAR	225080	BPD-STRM LEVER	09/08/2026	98.63	.00	
1862	B&D LUMBER & HAR	225100	LIBRARY BOLTS	09/09/2026	3.27	.00	
Total BUILDING & MAINTENANCE:					1,596.28	101.57	
PUBLIC WORKS ADMINISTRATION							
10-75-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - PW Admin.	09/16/2026	89.72	89.72	09/24/2026
10-75-13400 EDUCATION & TRAINING							
2250	BOB RAMSEY EXECU	26-0705	LOGAN DODD - CPM3 COHORT 2602-O	07/05/2026	1,000.00	.00	
2250	BOB RAMSEY EXECU	26-0830	LOGAN DODD - CPM3 COHORT 2602-O	08/30/2026	1,000.00	.00	
2250	BOB RAMSEY EXECU	26-0914	LOGAN DODD - CPM3 COHORT 2602-O	09/14/2026	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-75-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	2518290000-0	404 Bisbee Rd - #2518290000	09/21/2026	99.36	99.36	09/21/2026
10-75-22000 WATER							
1106	ARIZONA WATER CO	100085809-09-	404 Bisbee Rd - PW 100085809	09/29/2026	39.76	39.76	09/30/2026
10-75-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002556920	404 Bisbee Rd.- #910002556920	09/21/2026	37.70	37.70	09/21/2026
10-75-24000 PHONES							
6050	VERIZON	6153363186	PW	09/13/2026	102.26	102.26	09/24/2026
10-75-34000 CONTRACT SERVICES							
2176	KONICA MINOLTA BU	508105268	MONTHLY INV. FOR MAINTENANCE AGREEMENT-APRIL	04/30/2026	130.27	.00	
1401	KONICA MINOLTA PR	598608021	MONTHLY MAINTENANCE PAYMENT - 10/8/2026-11/07/202	09/09/2026	320.12	.00	
10-75-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46102	SINGLE BASIC KEY	09/08/2026	11.21	.00	
Total PUBLIC WORKS ADMINISTRATION:					3,830.40	368.80	
GARAGE							
10-77-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - PW Garage	09/16/2026	44.86	44.86	09/24/2026
10-77-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	6690180000-0	Tovreaville Rd Warehouse - 50% Garage	09/29/2026	307.24	307.24	09/30/2026
10-77-24000 PHONES							
6050	VERIZON	6153363186	City Garage	09/13/2026	75.63	75.63	09/24/2026
10-77-24001 INTERNET ACCESS							
4192	CENTURY LINK	333740666-09-	GARAGE INTERNET QW333740666001 333740666	09/21/2026	59.99	59.99	09/21/2026
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4281699650	UNIFORMS	09/09/2026	34.50	.00	
7060	CINTAS	4281699660	CLEANING	09/09/2026	12.88	.00	
7060	CINTAS	4282556938	UNIFORMS	09/16/2026	34.50	.00	
7060	CINTAS	4282556939	CLEANING	09/16/2026	12.88	.00	
7060	CINTAS	4283332815	GARAGE CLEANING	09/23/2026	12.88	.00	
7060	CINTAS	4283332832	UNIFORMS	09/23/2026	34.50	.00	
10-77-42060 INVENTORIED TOOLS							
2281	AUTOZONE STORE 1	10616029603	COOLING SYSTEM PRESSURE	09/23/2026	110.09	.00	
10-77-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HAR	225252	SPRAY BOTTLE	09/21/2026	15.30	.00	
10-77-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1VW4-YPNX-9	PRINTER INK REFILL	09/24/2026	5.66	.00	
6536	BISBEE NAPA AUTO P	406203	REFRIGERANT	09/23/2026	60.69	.00	
10-77-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46197	SPRAYER, T10 BIT	09/22/2026	11.20	.00	
4926	AMAZON CAPITAL SE	1GG6-T9NH-V	HEAVY EQUIPMENT KEY SET	09/25/2026	25.59	.00	
2281	AUTOZONE STORE 1	10616028917	BUTT CONNECTOR 4GA, 6GA	09/21/2026	10.02	.00	
1862	B&D LUMBER & HAR	225109	GARAGE-OUTLET, HANDY BOX, CVR, STRAP, CONNECT	09/10/2026	29.91	.00	
6536	BISBEE NAPA AUTO P	405260	EDGE BLADES	09/08/2026	10.10	.00	
6536	BISBEE NAPA AUTO P	405318	GAS CAN	09/09/2026	31.92	.00	
6536	BISBEE NAPA AUTO P	405825	TERMINAL, CIGARETTE LIGHTER	09/16/2026	15.82	.00	
10-77-62007 OTHER FLUIDS & LUBRICANTS							
3551	SENERGY PETROLE	415667293	P66 MEGA FLOW AW 68, DRUM	09/17/2026	1,333.98	.00	
Total GARAGE:					2,290.14	487.72	
BUILDING INSPECTOR							
10-79-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Bldg Inspector	09/16/2026	22.43	22.43	09/24/2026
10-79-24000 PHONES							
6050	VERIZON	6153363186	Bldg Inspector	09/13/2026	75.67	75.67	09/24/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total BUILDING INSPECTOR:					98.10	98.10	
PARKS							
10-80-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Parks	09/16/2026	61.58	61.58	09/24/2026
10-80-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	0655901000-0	E Vista Park - #0655901000	09/21/2026	52.03	52.03	09/21/2026
1097	AZ PUBLIC SERVICE	3984490000-0	Main St Park - #3984490000	09/21/2026	108.00	108.00	09/21/2026
1097	AZ PUBLIC SERVICE	6333950000-0	Goar Park - #6333950000	09/21/2026	57.64	57.64	09/21/2026
1097	AZ PUBLIC SERVICE	6621361000-0	E Vista Court - #6621361000	09/21/2026	93.25	93.25	09/21/2026
1097	AZ PUBLIC SERVICE	6730341000-0	Brewery Gulch C Park #6730341000	09/21/2026	44.87	44.87	09/21/2026
1097	AZ PUBLIC SERVICE	9158520000-0	Vista Park - #9158520000	09/21/2026	47.77	47.77	09/21/2026
10-80-22000 WATER							
1106	ARIZONA WATER CO	100001857-09-	202 A St - Saginaw Park - 100001857	09/29/2026	39.76	39.76	09/30/2026
1106	ARIZONA WATER CO	100005300-09-	301 W Vista-Hoatson Irrgtn & Wtr Truck-Parks 100005300	09/29/2026	329.41	329.41	09/30/2026
1106	ARIZONA WATER CO	100014069-09-	122 E Vista & Tener Bthrm 100014069	09/29/2026	136.01	136.01	09/30/2026
1106	ARIZONA WATER CO	100014533-09-	Lower Vista Park - 100014533	09/29/2026	109.89	109.89	09/30/2026
1106	ARIZONA WATER CO	100031185-08-	810 Tombstone Cyn-Garfield Park-#100031185	09/21/2026	394.37	394.37	09/21/2026
1106	ARIZONA WATER CO	100045357-08-	Az St & Cole Ave Irrigation - 100045357	09/29/2026	39.76	39.76	09/30/2026
1106	ARIZONA WATER CO	100061693-09-	Traffic Circle - 100061693	09/29/2026	98.18	98.18	09/30/2026
1106	ARIZONA WATER CO	100081102-09-	Goar Park -Brewery Ave - 100081102	09/29/2026	121.99	121.99	09/30/2026
1106	ARIZONA WATER CO	100096753-09-	Paul Park Warren - Parks 100096753	09/29/2026	98.18	98.18	09/30/2026
1106	ARIZONA WATER CO	100115928-08-	Grassy Park- Restrooms 100115928	09/21/2026	455.74	455.74	09/21/2026
1106	ARIZONA WATER CO	100117343-09-	Mule Mtn Gdn W Vista - Parks 100117343	09/29/2026	87.63	87.63	09/30/2026
1106	ARIZONA WATER CO	100119607-09-	400 East Vista Park - Parks 100119607	09/29/2026	117.83	117.83	09/30/2026
1106	ARIZONA WATER CO	100120296-08-	City Park Brewery - Parks 100120296	09/21/2026	109.26	109.26	09/21/2026
10-80-24000 PHONES							
6050	VERIZON	6153363186	Parks	09/13/2026	96.65	96.65	09/24/2026
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4281699657	UNIFORMS	09/09/2026	6.62	.00	
7060	CINTAS	4281699758	UNIFORMS	09/09/2026	21.84	.00	
7060	CINTAS	4282556960	UNIFORMS	09/16/2026	21.84	.00	
7060	CINTAS	4282556962	UNIFORMS	09/16/2026	6.62	.00	
7060	CINTAS	4283332771	UNIFORMS	09/23/2026	21.84	.00	
7060	CINTAS	4283332788	UNIFORMS	09/23/2026	6.62	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08176420260	PARKS-LABOR	08/31/2026	294.00	.00	
3163	AZ STATE PRISON C	D08177520260	PARKS-LABOR	09/16/2026	312.00	.00	
3163	AZ STATE PRISON C	D08177520260	PARKS-MILEAGE	09/16/2026	293.46	.00	
10-80-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	46187	PRUNER BYPASS	09/22/2026	50.51	.00	
1659	ACE HARDWARE	46199	20V IMP DRV BAT	09/23/2026	197.08	.00	
1862	B&D LUMBER & HAR	225198	TAPE, NO KINK HOSE	09/16/2026	23.21	.00	
1862	B&D LUMBER & HAR	225232	HAMMER BIT, COMBINATION WRENCH	09/18/2026	32.64	.00	
10-80-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	46117	DUCT TAPE GRLLA	09/10/2026	7.10	.00	
1659	ACE HARDWARE	46176	DRILL BIT, FASTENERS	09/18/2026	94.94	.00	
10-80-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1VW4-YPNX-9	PRINTER INK REFILL	09/24/2026	5.66	.00	
6536	BISBEE NAPA AUTO P	406203	REFRIGERANT	09/23/2026	60.69	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46202	PONCHO	09/23/2026	8.40	.00	
1862	B&D LUMBER & HAR	225076	BOLTS, NUTS, WASHERS	09/08/2026	27.18	.00	
1862	B&D LUMBER & HAR	225078	GAS CAN, ENGINE OIL, SPARK PLUGS, SERVICE KIT, FIL	09/08/2026	152.94	.00	
1862	B&D LUMBER & HAR	225200	AUTOCUT CVR, SPOOL INSERT	09/16/2026	39.97	.00	
1862	B&D LUMBER & HAR	225284	PONCHO	09/23/2026	32.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	46159	SEED COVER	09/16/2026	16.48	.00	
1659	ACE HARDWARE	46162	SEED COVER	09/16/2026	10.99	.00	
1659	ACE HARDWARE	46167	SOIL, FERTILIZER, POT SOIL	09/17/2026	50.50	.00	
1659	ACE HARDWARE	46200	MULCH	09/23/2026	11.21	.00	
1862	B&D LUMBER & HAR	225213	TOP SOIL	09/17/2026	15.29	.00	
10-80-61000 REPAIRS & MAINT - VEHICLES							
1854	W R RYAN - FIRESTO	T37411	TIRES	08/19/2026	783.91	.00	
Total PARKS:					5,305.53	2,699.80	
SWIMMING POOL							
10-81-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	2409211000-08	Quality Hill - Pool #2409211000	09/21/2026	1,137.87	1,137.87	09/21/2026
10-81-22000 WATER							
1106	ARIZONA WATER CO	100074488-08-	147 Quality Hill Rd-Swimming Pool-100074488	09/21/2026	390.03	390.03	09/21/2026
10-81-24000 PHONES							
6050	VERIZON	6153363186	Pool	09/13/2026	25.70	25.70	09/24/2026
10-81-46000 OPERATIONAL EXPENSES							
4926	AMAZON CAPITAL SE	1DVG-QDM4-J	PUMP TUBES	09/10/2026	17.77	.00	
4059	SPARKLIGHT	816013003002	Internet Svc - City Pool - 8160130030028041	09/04/2026	116.68	116.68	09/14/2026
Total SWIMMING POOL:					1,688.05	1,670.28	
LIBRARY							
10-83-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Library	09/16/2026	44.64	44.64	09/24/2026
10-83-13100 BUSINESS TRAVEL							
6904	MACOVIAK, JASON	26-0926	TRAVEL REIMBURSEMENT-ASSOCIATION OF SMALL & R	09/26/2026	441.99	.00	
7084	WILLIAMS, ALISON	26-0920	TRAVEL REIMBURSEMENT- ASSOC. RURAL SMALL LIBRA	09/21/2026	270.02	.00	
10-83-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	3331410000-0	6 MAIN St Library - Library -#3331410000	09/21/2026	1,524.46	1,524.46	09/21/2026
10-83-21001 ELECTRIC-ANNEX							
1097	AZ PUBLIC SERVICE	5790213673-0	519 Melody Lane - QC Library Annex - #5790213673	09/29/2026	1,000.08	1,000.08	09/30/2026
10-83-22000 WATER							
1106	ARIZONA WATER CO	100115894-08-	6 Main St.- Library - 100115894	09/21/2026	79.06	79.06	09/21/2026
10-83-24000 PHONES							
4192	CENTURY LINK	333745848-08-	LIBRARY 520-432-4232 333745848	08/13/2026	197.45	197.45	09/30/2026
10-83-24001 INTERNET ACCESS							
4059	SPARKLIGHT	816013003002	Internet Svc-Library- 8160130030026292	09/21/2026	286.56	286.56	09/21/2026
10-83-24002 INTERNET ACCESS-ANNEX							
4059	SPARKLIGHT	816013003003	Internet Svc-Library Annex-8160130030030062	09/29/2026	396.06	396.06	09/30/2026
10-83-34000 CONTRACT SERVICES							
1499	RICOH USA, INC	42138618	LEASE CONTRACT 2 COPIERS - OCTOBER	09/11/2026	178.92	.00	
10-83-45300 CUSTODIAL SUPPLIES							
6038	BRADY INDUSTRIES,	12172100	LIBRARY CUSTODIAL SUPPLIES	09/16/2026	743.68	.00	
10-83-50100 BLDG REPAIR & MAINT							
6157	CEF WOODWORKING	BPL-PRO-101-	BOOKCASES FOR LIBRARY	09/11/2026	1,370.00	.00	
Total LIBRARY:					6,532.92	3,528.31	
SENIOR CITIZENS CENTER							
10-85-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	8339841000-0	300 Collins Rd. #8339841000	09/29/2026	584.63	584.63	09/30/2026
10-85-24000 PHONES							
4192	CENTURY LINK	333579583-09-	SENIOR CENTER 520-432-2167 333579583	09/21/2026	74.46	74.46	09/21/2026
10-85-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	816013003002	Internet Svc- Senior Center-8160130030024214	09/29/2026	72.25	72.25	09/30/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total SENIOR CITIZENS CENTER:					731.34	731.34	
Total GENERAL FUND:					89,945.51	32,705.66	
GENERAL GOVERNMENT GRANTS							
GRANT EXP - GENERAL GOVT							
11-40-22514 BISBEE BIKEWAYS EDA GRANT							
1264	KIMLEY HORN & ASS	098063007-08	LAVENDER PIT PROJECT SERVICES THROUGH AUGUST	08/31/2026	2,889.69	.00	
11-40-22528 CDBG-BISBEE SENIOR CENTER							
2157	PH MECHANICAL EN	25286.2	ENGINEERING-BISBEE SENIOR CENTER	08/04/2026	10,250.00	.00	
1830	ZACATECAS ENGINE	2026-52	ENGINEERING-BISBEE SENIOR CENTER	09/01/2026	1,729.80	.00	
Total GRANT EXP - GENERAL GOVT:					14,869.49	.00	
Total GENERAL GOVERNMENT GRANTS:					14,869.49	.00	
CAMP NACO							
19-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Camp Naco	09/16/2026	22.43	22.43	09/24/2026
19-40-21000 ELECTRIC-MELLON GRANT							
1097	AZ PUBLIC SERVICE	5081307274-0	915 Tovreaville Rd Camp Naco	09/08/2026	281.09	281.09	09/14/2026
1097	AZ PUBLIC SERVICE	8850052975-0	2118 Newell St. Temp - Camp Naco #8850052975	09/04/2026	84.77	84.77	09/14/2026
19-40-24000 PHONES-MELLON GRANT							
4192	CENTURY LINK	334160374-09-	CAMP NACO 520-432-9031 334160374	09/21/2026	36.26	36.26	09/21/2026
6050	VERIZON	6153363186	Camp Naco	09/13/2026	62.18	62.18	09/24/2026
19-40-24001 INTERNET-MELLON GRANT							
4059	SPARKLIGHT	816013003001	Internet Svc-915 Tovreaville Rd Bldg B-8160130030011815	09/29/2026	161.94	161.94	09/30/2026
19-40-31000 PROFESSIONAL FEES-MELLON GRANT							
6943	CORPORATE PAYME	26-0910	SUPPLIES	09/30/2026	89.69	89.69	10/01/2026
6943	CORPORATE PAYME	26-0910	SUPPLIES	09/30/2026	119.07	119.07	10/01/2026
19-40-34500 NHA SUB-GRANT EXPENSES							
2203	NACO HERITAGE ALL	AUG 2026	NHA SUB-GRANT AUGUST REIMBURSEMENT	09/14/2026	32,873.59	.00	
19-40-46000 OPERATIONAL EXPENSE-MELLON							
6943	CORPORATE PAYME	26-0910	TRACTOR PARTS	09/30/2026	314.53	314.53	10/01/2026
6943	CORPORATE PAYME	26-0910	HYDRALIC JACK	09/30/2026	78.14	78.14	10/01/2026
6943	CORPORATE PAYME	26-0910	TIRE REPAIR	09/30/2026	176.54	176.54	10/01/2026
19-40-62003 GASOLINE-MELLON GRANT							
6943	CORPORATE PAYME	26-0910	FUEL	09/30/2026	10.87	10.87	10/01/2026
19-40-62004 DIESEL-MELLON GRANT							
6943	CORPORATE PAYME	26-0910	DIESEL	09/30/2026	30.57	30.57	10/01/2026
19-40-92000 CONSTRUCTION COSTS-MELLON							
1659	ACE HARDWARE	46136	A6 IRRIGATION, PPE SUPPLIES	09/14/2026	37.02	37.02	09/24/2026
1659	ACE HARDWARE	46137	A6 IRRIGATION SUPPLIES	09/14/2026	13.91	13.91	09/24/2026
3181	COCHISE COUNTY T	260917-A	DUMPSTER & TONNAGE-JULY	09/17/2026	680.54	680.54	09/24/2026
3181	COCHISE COUNTY T	260917-B	DUMPSTER & TONNAGE-AUGUST	09/17/2026	767.86	767.86	09/24/2026
1351	DURAZO CONSTRUC	11	CAMP NACO REHABILITATION (MELLON-FUNDED)	08/30/2026	115,029.01	115,029.01	09/24/2026
1351	DURAZO CONSTRUC	12	CAMP NACO REHABILITATION (MELLON-FUNDED)	09/30/2026	28,153.47	28,153.47	10/01/2026
1351	DURAZO CONSTRUC	12	CAMP NACO REHABILITATION (MELLON-FUNDED)	09/30/2026	73,925.77	73,925.77	10/01/2026
1922	NORMAND, MICHAEL	26-0901	BUSINESS RELATED MILEAGE FOR AUGUST 2026	09/01/2026	283.48	.00	
6889	VERHELST RECOVE	18762	SITE BUILDING WORK AND CLEANUP	09/04/2026	450.00	450.00	09/30/2026
6889	VERHELST RECOVE	18800	LABOR FOR FURNITURE MOVE	09/14/2026	100.00	100.00	09/30/2026
6889	VERHELST RECOVE	18803	SWEEP OUT BUILDINGS, A6 IRRIGATION TRENCH	09/14/2026	300.00	300.00	09/30/2026
6889	VERHELST RECOVE	18819	LIMEWASH A2, BACKFILL IRRIGATION A6	09/17/2026	325.00	325.00	09/30/2026
6889	VERHELST RECOVE	18823	LIMEWASH A2, A7 WINDOW SILLS, SITE CLEANUP	09/17/2026	750.00	750.00	09/30/2026
6889	VERHELST RECOVE	18828	LABOR FOR FURNITURE MOVE	09/21/2026	215.00	215.00	09/30/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total :					255,372.73	222,215.66	
19-45-31000 PROFESSIONAL FEES-STATE GRANT							
1527	POSTER MIRTO MCD	474	ARCHITECTURAL & ENGINEERING SERVICES-ARPA	09/23/2026	8,203.15	8,203.15	09/23/2026
19-45-46000 OPERATIONAL EXPENSE-STATE							
1659	ACE HARDWARE	46101	MANURE FORK	09/09/2026	37.42	37.42	09/24/2026
1659	ACE HARDWARE	46177	FIRE ANT BAIT, BUCKET, PAINT PAIL, LEVEL, UTIL KNIFE	09/18/2026	65.06	65.06	09/24/2026
6943	CORPORATE PAYME	26-0910	TIRE REPAIR	09/30/2026	50.11	50.11	10/01/2026
19-45-92000 CONSTRUCTION COSTS-STATE							
3181	COCHISE COUNTY T	260917-A	DUMPSTER & TONNAGE-JULY	09/17/2026	680.54	680.54	09/24/2026
3181	COCHISE COUNTY T	260917-B	DUMPSTER & TONNAGE-AUGUST	09/17/2026	767.86	767.86	09/24/2026
6943	CORPORATE PAYME	26-0910	SHELVING UNIT	09/30/2026	219.08	219.08	10/01/2026
6943	CORPORATE PAYME	26-0910	BOOMSTICK TRANSPORT	09/30/2026	4,000.00	4,000.00	10/01/2026
1351	DURAZO CONSTRUC	11	CAMP NACO REHABILITATION (ARPA-FUNDED)	08/30/2026	250,407.55	250,407.55	09/24/2026
1351	DURAZO CONSTRUC	12	CAMP NACO REHABILITATION (ARPA-FUNDED)	09/30/2026	311,390.17	311,390.17	10/01/2026
6889	VERHELST RECOVE	18786	SITE CLEAN UP, SWEEP BUILDINGS	09/09/2026	125.00	125.00	09/30/2026
6889	VERHELST RECOVE	18819	DEMO SIDEWALK A5	09/17/2026	162.50	162.50	09/30/2026
Total :					576,108.44	576,108.44	
19-50-31000 PROFESSIONAL SERVICES							
1527	POSTER MIRTO MCD	474	ARCHITECTURAL & ENGINEERING SERVICES-NPS	09/23/2026	3,207.17	3,207.17	09/23/2026
19-50-92000 CONSTRUCTION							
1351	DURAZO CONSTRUC	11	CAMP NACO REHABILITATION (NPS-FUNDED)	08/30/2026	106,392.34	106,392.34	09/24/2026
1351	DURAZO CONSTRUC	12	CAMP NACO REHABILITATION (NPS-FUNDED)	09/30/2026	21,818.04	21,818.04	10/01/2026
Total :					131,417.55	131,417.55	
Total CAMP NACO:					962,898.72	929,741.65	
VISITOR CENTER							
FUND EXPENDITURES							
20-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Visitor Center	09/16/2026	18.02	18.02	09/24/2026
20-40-24000 PHONES							
4192	CENTURY LINK	333663664-09-	VISITOR CENTER 520-432-3554 333663664	09/21/2026	73.32	73.32	09/21/2026
4192	CENTURY LINK	333913912-09-	VISITOR CENTER 520-432-3509 333913912	09/21/2026	36.60	36.60	09/21/2026
6050	VERIZON	6153363186	Visitor Center	09/13/2026	75.58	75.58	09/24/2026
20-40-24001 INTERNET ACCESS							
4059	SPARKLIGHT	816013003002	Internet Svc-Vistor Center - 8160130030025260	09/21/2026	161.94	161.94	09/21/2026
20-40-42020 PRINTING & REPRODUCTION							
1877	ARIZONA DRIVE GUI	3-3-6301	SEPT-NOV 2026 ISSUE AOT RURAL CO-OP 1/2 PAGE ADV	09/01/2026	650.00	.00	
20-40-42040 ADVERTISING							
2298	GORDLEY GROUP	29044	MEDIA AND MARKETING SERVICES, CREATIVE SERVICE	08/31/2026	8,166.67	.00	
Total FUND EXPENDITURES:					9,182.13	365.46	
Total VISITOR CENTER:					9,182.13	365.46	
STREETS							
FUND EXPENDITURES							
21-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Streets	09/16/2026	105.61	105.61	09/24/2026
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	4059328029-0	2 Sowles Ave EV - #4059328029	09/21/2026	438.48	438.48	09/21/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
1097	AZ PUBLIC SERVICE	4470670000-0	60 Brewery Gulch Sp 3 - #4470670000	09/21/2026	59.70	59.70	09/21/2026
1097	AZ PUBLIC SERVICE	4877951000-0	Hwy 92 DD #4877951000	09/29/2026	15.21	15.21	09/30/2026
1097	AZ PUBLIC SERVICE	5254161000-0	951 Naco Hwy #5254161000	09/29/2026	101.71	101.71	09/30/2026
1097	AZ PUBLIC SERVICE	5847770000-0	60 Brewery Gulch Sp 2 - #5847770000	09/21/2026	52.60	52.60	09/21/2026
1097	AZ PUBLIC SERVICE	6690180000-0	25% Streets	09/29/2026	153.63	153.63	09/30/2026
1097	AZ PUBLIC SERVICE	7700160000-0	60 Brewery Gulch Sp 4 - #7700160000	09/21/2026	52.81	52.81	09/21/2026
1097	AZ PUBLIC SERVICE	8186260000-0	170 Hwy 92 - #8186260000	09/29/2026	129.33	129.33	09/30/2026
1097	AZ PUBLIC SERVICE	8583641000-0	60 Brewery Gulch Sp 1 - #8583641000	09/21/2026	82.44	82.44	09/21/2026
1879	AZ PUBLIC SERVICE	AR0480011039	NORMAL OPS AND MAINTENANCE FOR AUGUST 2026	09/11/2026	1,746.46	.00	
21-40-24000 PHONES							
6050	VERIZON	6153363186	Streets	09/13/2026	236.13	236.13	09/24/2026
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4281699816	UNIFORMS	09/09/2026	60.02	.00	
7060	CINTAS	4282556929	UNIFORMS	09/16/2026	60.02	.00	
7060	CINTAS	4283332872	UNIFORMS	09/23/2026	60.02	.00	
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D064942-B202	ST-LABOR	08/31/2026	48.00	.00	
21-40-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	46109	TOOL SET, LEVEL, CHALK POWDER, MASON LINE, ETC	09/10/2026	502.81	.00	
1862	B&D LUMBER & HAR	225112	LEVELS	09/10/2026	58.07	.00	
21-40-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HAR	225113	MSKING TAPE	09/10/2026	9.85	.00	
21-40-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1VW4-YPNX-9	PRINTER INK REFILL	09/24/2026	5.66	.00	
6536	BISBEE NAPA AUTO P	406203	REFRIGERANT	09/23/2026	60.68	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46093	DIAB RECIP	09/08/2026	22.45	.00	
1659	ACE HARDWARE	46201	PONCHO	09/23/2026	8.40	.00	
1862	B&D LUMBER & HAR	225199	AUTOCUT	09/16/2026	227.88	.00	
1862	B&D LUMBER & HAR	225283	PONCHO	09/23/2026	32.19	.00	
5957	BARNETT'S PROPAN	2026-0923	PROPANE	09/23/2026	112.89	.00	
21-40-46200 SIGNS & POSTS							
3434	CENTERLINE SUPPLY	ORD0184538	VARIOUS SIGNS AND SIZES	09/17/2026	1,529.21	.00	
21-40-46211 STREET REPAIR MATERIAL							
3434	CENTERLINE SUPPLY	ORD0186269	ASPHALT REPAIR 60LB BAG (100)	09/16/2026	2,909.70	.00	
21-40-55000 EQUIPMENT REPAIR & MAINT							
1936	EMPIRE SOUTHWES	EMPS7642037	SKIDSTER	09/02/2026	5,866.09	.00	
21-40-61000 VEHICLE PARTS & LABOR							
2281	AUTOZONE STORE 1	10616024294	ARMORAL EXTRM PROTECTANT	09/08/2026	11.74	.00	
6536	BISBEE NAPA AUTO P	405259	2YR BATTERY	09/08/2026	139.34	.00	
21-40-62002 TIRES							
1854	W R RYAN - FIRESTO	T37326	TIRE REPAIR	08/10/2026	88.03	.00	
Total FUND EXPENDITURES:					14,708.48	1,427.65	
Total STREETS:					14,708.48	1,427.65	

**BISBEE ARTS COMMISSION
FUND EXPENDITURES****42-40-10530 GRANTS****42-40-42060 BAC EVENTS****42-40-46000 OPERATIONAL EXP**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total FUND EXPENDITURES:					1,003.63	.00	
Total BISBEE ARTS COMMISSION:					1,003.63	.00	
AIRPORT FUND							
50-1020100 GASOLINE INVENTORY							
5550	ASCENT AVIATION G	1232412	AIRPORT-AV GAS	09/24/2026	19,681.19	.00	
Total :					19,681.19	.00	
FUND EXPENDITURES							
50-40-22000 WATER							
1366	HOPE WATER ARIZO	211214936-09-	Airport Water-September 2026	09/29/2026	68.68	68.68	09/30/2026
Total FUND EXPENDITURES:					68.68	68.68	
Total AIRPORT FUND:					19,749.87	68.68	
SEWER FUND							
54-1019900 CLEARING ACCT--SEWER/TRASH A/R							
2292	ARTHUR HARRIS	26-0916	REFUND FOR ACCT 102.310048.01 4 MANZANITA ST	09/16/2026	169.02	.00	
2290	EMILY SHEA	26-0914	REFUND-514A BROPHY	09/14/2026	4,052.30	4,052.30	09/15/2026
Total :					4,221.32	4,052.30	
FUND EXPENDITURES							
54-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Waste Water	09/16/2026	79.76	79.76	09/24/2026
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	0516740000-0	42 Warren Cut Off Rd. Swr Bldg B - #0516740000	09/21/2026	1,419.60	1,419.60	09/21/2026
1097	AZ PUBLIC SERVICE	2478030000-0	302 Teran St. #2478030000	09/29/2026	50.71	50.71	09/30/2026
1097	AZ PUBLIC SERVICE	2954210000-0	42 Warren Cut Off Rd. Swr Bldg A - #2954210000	09/21/2026	57.05	57.05	09/21/2026
54-40-22000 WATER							
1106	ARIZONA WATER CO	100044774-09-	Highway 80-Sewer Pond - 100044774	09/29/2026	694.80	694.80	09/30/2026
1106	ARIZONA WATER CO	100078024-08-	6 W. HWY 80 100078024	09/29/2026	39.76	39.76	09/30/2026
54-40-24000 PHONES							
4192	CENTURY LINK	333495030-09-	46 S. AZ ST-WW 520-432-6035 333495030	09/21/2026	37.23	37.23	09/21/2026
6050	VERIZON	6153363186	Sewer	09/13/2026	156.84	156.84	09/24/2026
54-40-34000 CONTRACT SERVICES							
6881	OPERATIONS MANA	BISBEE08-4	OPERATION, MAINTENANCE AND MANAGEMENT SERVIC	09/01/2026	73,742.50	73,742.50	09/23/2026
6881	OPERATIONS MANA	BISBEE08-4	REBATEABLE REPAIRS - OCTOBER 2026	09/01/2026	16,666.67	16,666.67	09/23/2026
54-40-34010 CONTRACT SERVICES-COLLECTIONS							
7060	CINTAS	4281699808	UNIFORMS	09/09/2026	55.44	.00	
7060	CINTAS	4282556985	UNIFORMS	09/16/2026	55.44	.00	
7060	CINTAS	4283332824	UNIFORMS	09/23/2026	55.44	.00	
54-40-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08142320260	WW-MILEAGE	09/16/2026	21.43	.00	
3163	AZ STATE PRISON C	D08176720260	WW-LABOR	08/31/2026	48.00	.00	
3163	AZ STATE PRISON C	D08177920260	WW-LABOR	09/16/2026	48.00	.00	
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	46104	SPRY PAINT	09/09/2026	14.95	.00	
1862	B&D LUMBER & HAR	225108	UTILITY BLADE, WHT MRKING PAINT	09/10/2026	42.71	.00	
1862	B&D LUMBER & HAR	225202	HAMMER, CAUTION TAPE, HAMMER BIT, DIAMOND BLAD	09/16/2026	83.79	.00	
54-40-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1VW4-YPNX-9	PRINTER INK REFILL	09/24/2026	5.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
6536	BISBEE NAPA AUTO P	406203	REFRIGERANT	09/23/2026	60.68	.00	
54-40-46000 OPERATIONAL EXPENSES							
4191	GRAINGER	9084197145	METER KEY	09/18/2026	22.65	.00	
54-40-46543 MANHOLE, PIPE & FITTINGS							
1090	USA BLUEBOOK	INV01155659	FRAME AND LID ASSY	09/09/2026	1,200.36	.00	
1090	USA BLUEBOOK	INV01158179	J-HOOK	09/10/2026	127.82	.00	
Total FUND EXPENDITURES:					94,787.29	92,944.92	
Total SEWER FUND:					99,008.61	96,997.22	
SANITATION FUND							
FUND EXPENDITURES							
56-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Sanitation	09/16/2026	158.12	158.12	09/24/2026
56-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	6690180000-0	25% Sanitation	09/29/2026	153.63	153.63	09/30/2026
56-40-24000 PHONES							
6050	VERIZON	6153363186	Recycle	09/13/2026	201.66	201.66	09/24/2026
6050	VERIZON	6153363186	Sanitation	09/13/2026	152.73	152.73	09/24/2026
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4278046572	UNIFORMS	08/05/2026	5.31	.00	
7060	CINTAS	4281699771	UNIFORMS	09/09/2026	64.99	.00	
7060	CINTAS	4282556964	UNIFORMS	09/16/2026	64.99	.00	
7060	CINTAS	4283332855	UNIFORMS	09/23/2026	64.99	.00	
56-40-45300 CUSTODIAL SUPPLIES							
4926	AMAZON CAPITAL SE	1VW4-YPNX-9	PRINTER INK REFILL	09/24/2026	5.66	.00	
6536	BISBEE NAPA AUTO P	406203	REFRIGERANT	09/23/2026	60.69	.00	
56-40-46000 OPERATIONAL EXPENSES							
4926	AMAZON CAPITAL SE	16MV-PT3H-LK	SANITATION TRUCK TABLET CHARGERS	09/21/2026	37.42	.00	
7167	OMEGA INDUSTRIAL	172247	DOMINATOR	09/21/2026	385.51	.00	
56-40-46561 COUNTY TIPPING FEE							
3181	COCHISE COUNTY T	32616	SOLID WASTE-AUGUST	08/31/2026	21,985.76	.00	
56-40-46562 RECYCLING PROGRAM							
4926	AMAZON CAPITAL SE	1VW4-YPNX-9	PRINTER INK REFILL	09/24/2026	5.66	.00	
6536	BISBEE NAPA AUTO P	406203	REFRIGERANT	09/23/2026	60.69	.00	
7060	CINTAS	4281699784	UNIFORMS	09/09/2026	51.81	.00	
7060	CINTAS	4282556920	UNIFORMS	09/16/2026	51.81	.00	
7060	CINTAS	4283332862	UNIFORMS	09/23/2026	51.81	.00	
56-40-62002 TIRES							
1854	W R RYAN - FIRESTO	T37316	TIRES	08/06/2026	257.83	.00	
Total FUND EXPENDITURES:					23,821.07	666.14	
Total SANITATION FUND:					23,821.07	666.14	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD - Queen Mine	09/16/2026	117.08	117.08	09/24/2026
59-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	8295240000-0	HWY 80 Tour - QM - #8295240000	09/21/2026	1,100.29	1,100.29	09/21/2026
59-40-22000 WATER							
1106	ARIZONA WATER CO	100054358-09-	Queen Mine - 100054358	09/29/2026	118.59	118.59	09/30/2026
59-40-24000 PHONES							
4192	CENTURY LINK	333908691-09-	QUEEN MINE 520-432-2071 333908691	09/21/2026	164.02	164.02	09/21/2026
6050	VERIZON	6153363186	Queen Mine	09/13/2026	91.04	91.04	09/24/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
59-40-24001 INTERNET ACCESS FEE							
4059	SPARKLIGHT	816013003002	Internet Svc-Queen Mine - 8160130030025278	09/29/2026	161.94	161.94	09/30/2026
6050	VERIZON	6153363186	QM Router	09/13/2026	40.01	40.01	09/24/2026
59-40-46591 MERCHANDISE							
1606	AMELIO C ENTERPRI	55202	RED CACTI, CACTUS TAFFY, ORIGINAL PP LOLLIPOP, ET	09/14/2026	309.14	.00	
4449	ATLAS SCREEN PRIN	222745	GILDAN LS T/QUEEN MINE SKULL	09/21/2026	2,002.20	.00	
5703	GREGORIAN, INC.	46492	COPPER POSTCARDS, ORE POSTCARDS, COPPER BAR	07/01/2026	312.55	.00	
6023	PLANET COTTON	172518	PRINT BANDANA SKULL DESIGN	09/14/2026	252.77	.00	
59-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	46113	KIT WATER DIST 8WAY DOWN	09/10/2026	14.03	.00	
Total FUND EXPENDITURES:					4,683.66	1,792.97	
Total QUEEN MINE FUND:					4,683.66	1,792.97	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-11501 STANDARD DISABILITY INSURANCE							
5455	MUTUAL OF OMAHA	2210966033	STD-Transit Manager	09/16/2026	22.43	22.43	09/24/2026
96-40-41505 ADMIN SUPPLIES							
2176	KONICA MINOLTA BU	508105268	MONTHLY INV. FOR MAINTENANCE AGREEMENT-APRIL-	04/30/2026	43.43	.00	
96-40-91500 CAPITAL PREVENTIVE MAINT.							
4926	AMAZON CAPITAL SE	19VR-G7QJ-4	BUS 403-HEADLIGHTS	09/08/2026	84.60	.00	
1854	W R RYAN - FIRESTO	T37329	BUS TIRES	08/10/2026	1,058.09	.00	
Total FUND EXPENDITURES:					1,208.55	22.43	
Total BISBEE BUS FUND:					1,208.55	22.43	
Grand Totals:					1,241,079.72	1,063,787.8	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **October 6, 2026**☒ Regular ☐ Special**DATE ACTION SUBMITTED:** September 23, 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 SEPTEMBER 15, 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 September 15, 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,
Acting City Clerk**Reviewed by:**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, SEPTEMBER 15, 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 Terry Priestley, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore Excused
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
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 addressed the Council and public regarding the Call to the Public Protocol. He indicated he had consulted with the Attorney General's office and requested that all speakers provide their full name and ward of residence when addressing the Council. He noted this was necessary for the record and to assist Council members in understanding which constituents they represent. He further reminded the public that presentations must not be repetitious and must be confined to three minutes, noting eight speakers were signed up for Item 6.
- Mayor Budge read the Pitt Hopkins Syndrome Awareness Day Proclamation.
- Mayor Budge introduced Personnel Director Bridgette Kantner, who presided over the Employee Service Awards, recognizing the following employees for their years of service to the City of Bisbee:
 - Jason Macoviak, Public Library Manager
 - Detective Esmeralda Mendoza (unable to attend; award accepted by Police Chief Cox on her behalf)
 - Alison Williams, Services Coordinator, Copper Queen Library

- Randy Kane, Firefighter EMT (unable to attend; award accepted by Fire Chief Richardson on his behalf)
- Raul Hidalgo, Street Supervisor, Public Works Department
- Daniel Hernandez, Sanitation Driver (unable to attend; award accepted by Public Works Director Matthew Gurney on his behalf)
- Jesus Via, Police Officer
- Pedro Medina, Recycling Coordinator, Public Works Department

Mayor Budge remarked that recognizing employee longevity was a great honor, noting that employee turnover was among the most damaging things that can occur in any organization due to the loss of institutional knowledge. He expressed his appreciation for the dedication of City employees.

CALL TO THE PUBLIC

- Nolan Gouguet, Bisbee resident addressed the Council on individual rights, government overreach, and freedom of speech, citing the Arizona Constitution and Bisbee's role in Arizona's constitutional history.

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Mayor Budge moved to approve accounts payable in the amount of \$536,751.20.

SECOND: Councilmember Damon

Councilmembers Priestley raised a general question regarding rising fuel costs and their impact on the city budget, and staff responded.

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on Tuesday, September 1, 2026.

Nina Williams, Acting City Clerk

- B. Approval to purchase replacement bicycle racks for the 3 current buses.

Rene Lopez, Transit Manager

Mayor Budge briefly noted that the minutes were corrected and reissued versions, and that the bicycle racks were a needed purchase for the transit fleet.

MOTION: Councilmember Schumacher moved to approve the consent agenda items A, and B.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

OLD BUSINESS

3. Presentation from Arizona Water Company on the Water Conservation partnership with the City of Bisbee.
Ashlee Coronado, City Manager

Mayor Budge introduced representatives from Arizona Water Company, noting the item had been tabled from a prior meeting and that the city had been working with the company for several months. He recognized the importance of water conservation in Arizona.

Frank Cabello, Arizona Water Company Division Manager for Cochise, Bisbee, and Sierra Vista, introduced himself and his colleagues: Raluca Mihalcescu, Water Conservation Administrator, and Caitlin Brady of the University of Arizona Cooperative Extension's WaterWise program.

Ms. Mihalcescu delivered the presentation, providing a comprehensive overview of Arizona Water Company's Integrated Demand Management Program (IDMP) launched in partnership with the City of Bisbee and the U of A WaterWise Program; to include the following:

- Company Background
- Conservation Philosophy
- Existing Programs
- Bisbee-Specific Research
- “Bisbee: Not a Drop to Waste” program
- Upcoming Events
- Launch Date: Officially launched on July 31, 2026

Mayor Budge thanked the presenters and commented that the city was actively pursuing additional conservation-related initiatives, including grant funding for pipe replacement and the potential development of recharge basins near city wells.

4. Discussion and Possible Approval of Ordinance O-26-21, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 105 N. Taylor Avenue, Bisbee.

Ashlee Coronado, City Manager

Ms. Coronado clarified that this was the second reading of Ordinance O-26-21. She explained that upon adoption, title to the property would transfer into the City's name within thirty days, at which point it could be formally sold as part of the City's workforce housing program.

MOTION: Councilmember Sowid moved to approve Ordinance O-26-21, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 105 N. Taylor Avenue, Bisbee.

SECOND: Councilmember Damon

ROLL CALL VOTE:

AYES: Councilmember Schumacher, Priestley, Damon, Garcia, Sowid, and Mayor Budge

NAYS: 0

MOTION PASSED: AYES-6 NAYS-0

5. Discussion and Possible Approval of Ordinance O-26-22, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, Located at 108 D Street, Bisbee.

Ashlee Coronado, City Manager

Ms. Coronado described this item as substantially similar to Item 4, also representing a second reading. She noted the property at 108 D Street was still undergoing finishing touches and that once complete, it would be listed for sale as part of the workforce housing program.

MOTION: Councilmember Schumacher moved to approve Ordinance O-26-22, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, Located at 108 D Street, Bisbee.

SECOND: Councilmember Sowid

ROLL CALL VOTE:

AYES: Councilmember Schumacher, Priestley, Damon, Garcia, Sowid, and Mayor Budge

NAYS: 0

MOTION PASSED: AYES-6 NAYS-0

6. Discussion and Possible Action to establish a policy, or directive, for the City of Bisbee that all real property belonging to, or subject to the control of, the City of Bisbee shall only be used for authorized City purposes and shall not be used as or in connection with a staging area, processing location, or operations base for unauthorized civil law enforcement actions, including civil immigration enforcement.

Karen Schumacher, Councilmember Ward I

Mayor Budge introduced Item 6, noting the Council would depart from its typical procedure. He asked the item's sponsor, Councilmember Karen Schumacher, to first present her position so that subsequent public speakers would be able to address the substance of the item as it applied to Bisbee specifically. He requested that speakers focus on local conditions rather than national examples.

Councilmember Schumacher stated that the agenda item was initially intended as a symbolic response to constituents' concerns but was now no longer relevant due to changes in ICE operations. She expressed openness to alternative approaches, including resolutions.

- **Richard Dohe (Ward 1):** Supported the directive, stating it would send a message opposing abuse and encourage other communities to take similar action.
- **Raymond Ritari (Ward 1):** Addressed the issue from a faith perspective, advocating for humane immigration policies and safe, legal pathways for immigrants.
- **Swan Eagle Fitzgerald (Ward not identified):** Expressed concerns about conditions in immigration detention and the broader impact of enforcement, urging the community to seek collective solutions.
- **J. Kold (Ward 1):** Supported taking a stand despite potential funding risks and expressed concern about local police resources being diverted to federal operations.
- **Sharon Strachan (Ward 3):** Asked the Council to consider the impact of immigration policies on local families, workers, and children when making its decision.
- **Circles Robinson (Ward 1):** Proposed policy elements addressing resident safety, federal agent accountability, lawful warrants, and the use of city property, describing the measure as a preventive and symbolic stance.
- **Elizabeth Faley (Ward not identified):** Disagreed that the issue was no longer relevant, stating local governments are not required to participate in federal immigration enforcement and expressing concerns about potential violence and community safety.
- **Jenny Druckman (Ward not identified):** Described herself as the original petitioner for an ordinance regarding ICE, stating that arrests and detention remain ongoing. She urged the Council to make a unified statement as a community.

Mayor Budge stat that similar directives had little practical effect elsewhere and could risk state funding; concluded the directive would be symbolic.

Councilmember Schumacher stated the directive would be symbolic in Bisbee due to the existing Border Patrol presence and expressed openness to alternative approaches.

Councilmember Priestley raised concerns about funding, lack of demonstrated impact, long-term consequences, and enforceability; concluded the policy would be symbolic without clear benefit. He asked Chief Cox to come up to speak regarding.

Chief Cox explained that the Police Department's significant reliance on federal funding and agency partnerships and the potential consequences of disrupting those relationships.

Councilmember Damon opposed pursuing unenforceable directive, citing legal costs, constituent concerns, and potential risks to residents; supported civic engagement and voting.

Councilmember Sowid acknowledged the city's limited authority and expressed concern that the directive could create unnecessary conflict and attention.

Councilmember Garcia acknowledged concerns about immigration enforcement and suggested developing a community response plan rather than a formal directive.

Following the conclusion of Council discussion, Mayor Budge called for a motion on Item 6. Hearing none, he declared the item dead for a lack of motion.

7. Discussion and Possible Approval of the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

Nina Williams, Acting City Manager

Mayor Budge noted this item had been tabled from the previous meeting. A brief recess was informally observed to allow members of the public to depart before discussion resumed.

Councilmember Schumacher raised concerns that Bisbee Pride's corporate status was pending administrative dissolution, potentially affecting the event's insurance coverage. The City Attorney agreed the issue should be resolved before proceeding.

Mr. Garcia, applicant, stated the required filing had been submitted.

Councilmember Priestley raised concerns about consistent permit requirements and suggested adding any required documentation to the standard application.

MOTION: Mayor Budge moved to table the Park, Facility, and Right-of-Way Use Permit for the 36th Annual Festival of Lights pending resolution of Bisbee Pride's corporate standing with the Arizona Corporation Commission.

SECOND: Councilmember Schumacher

MOTION PASSED: 5/1 (Priestley)

NEW BUSINESS

8. Discussion and Possible Approval of the Adoption of the City's 2026-2027 Title VI Plan.

Rene Lopez, Transit Manager

Mr. Lopez presented the item, explaining that the plan update was prompted by a compliance review in which ADOT requested updates to wording in the City's Title VI literature and website materials. The revisions were primarily administrative in nature, including updated contact information — which he noted was a critical feature for transit riders who need to reach the city with questions or concerns.

Councilmember Priestley raised an editorial question regarding the approval date on page 29 of the document, which appeared to reference a prior submission. Mr. Lopez and Ms. Coronado clarified that the page in question

reflects a historical approval log; today's date would be recorded as the new adoption date in a corresponding line added to the document.

MOTION: Councilmember Schumacher moved to approve the City's 2026-2027 Title VI Plan as revised.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

9. Discussion and Possible Approval of the First Amendment to the Intergovernmental Agreement between the City of Bisbee and the City of Douglas for Bisbee Public Transit Services.

Rene Lopez, Transit Manager

Mr. Lopez explained the background of the item. The City had gone out for bids to renew its transit services contract, receiving two bids: one that exceeded the allowable ADOT budget for operations, and one that did not adequately respond to the proposed scope of work. Because neither bid was deemed acceptable, the city exercised a contractual option for a one-year extension to the existing Intergovernmental Agreement with the City of Douglas. The proposed amendment reflects an operating cost of \$280,498.

Councilmember Sowid raised a question regarding an apparent \$18,305 shortfall relative to the budgeted amount. Mr. Lopez explained this difference results from a timing overlap between the City's fiscal year and ADOT's fiscal year, which begins in October. He stated that the actual difference in contract cost compared to the prior agreement was approximately \$3,000 less, meaning the true shortfall was nominal and will be covered by subsequent ADOT funding cycle payments.

MOTION: Councilmember Sowid moved to approve the First Amendment to the Intergovernmental Agreement between the City of Bisbee and the City of Douglas for Bisbee Public Transit Services.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

10. Discussion and Possible Approval of a Change Order for Engineering of the CDBG Senior Center Renovation Project.

Melissa Hartman, City Planner

Ms. Coronado, City Manager presented the change order, explaining that the original engineering for the Senior Center renovation project was conducted approximately three years ago. The change order incorporates additions to the scope of engineering, including HVAC and plumbing elements that were not part of the original contract. She confirmed that the full increase — slightly over \$10,000 — would be covered by the Community Development Block Grant (CDBG) and would not draw from City funds.

In response to questions, Coronado confirmed that CDBG funding is reimbursable, meaning the City would spend the funds and be reimbursed by the grant. She also clarified that the renovation remains within the overall grant budget and encompasses work on the bathroom, kitchen, and HVAC systems of the Senior Center.

Councilmember Priestley requested that in the future, acronyms such as "CDBG" be spelled out on first use in Council materials for clarity.

MOTION: Councilmember Damon moved to approve the change order in the amount of \$10,250 for the additional engineering needed to keep the Senior Center renovation on track and code compliant.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

11. Discussion and Possible Approval of Change Orders #18 and #32 with Durazo Construction.

Mike Normand, Construction Project Manager Camp Naco

Note: Councilmember Garcia recused herself from Items 11 and 12.

Mr. Jeremy Fricke, Executive Director Naco Heritage Alliance, presented the two change orders for the Camp Naco construction project. Change Order #18 addresses modifications to the water harvesting system, including the addition of pumps, which were identified as necessary after the system was put into use. Change Order #32 covers the installation of a fountain feature, which had not been part of the original project scope but was determined to be a desirable addition. Mayor Budge noted he had visited the site and encouraged the Council to do so, characterizing the project as impressive.

MOTION: Councilmember Sowid moved to approve Change Orders #18 and #32 with Durazo Construction in the total amount of \$30,109.33.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

12. Discussion and Possible Approval of Change Order #35 with Durazo Construction.

Mike Normand, Construction Project Manager Camp Naco

Mr. Jeremy Fricke, Executive Director Naco Heritage Alliance, presented Change Order #35, which covers the installation of a sidewalk along one side of the Camp Naco officer's club building to improve accessibility. He explained that while it was not envisioned in the original plans, practical experience with the site demonstrated that a continuous concrete walkway would significantly improve accessibility, particularly for individuals using wheelchairs. The change order was covered by grant funding. Mayor Budge confirmed he had visited the site and observed the accessibility need firsthand.

MOTION: Councilmember Damon moved to approve Change Order #35 with Durazo Construction in the total amount of \$14,949.50.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

13. Discussion and Possible Approval of a Contract with CEI to provide third party inspection services for construction of the Bisbee Bikeways Lavender Pit East Segment Shared-Use Path.

Mike Normand, Construction Project Manager

Mr. Gurney, Public Works Director, explained that ADOT requires independent daily inspections because the project is within ADOT right-of-way. CEI was selected through the City of Tucson's pre-approved agreement, with rates compared against two other firms.

Councilmember Damon raised concerns about the approximately \$218,000 contract and potential travel costs for inspectors.

Mayor Budge clarified that the \$218,000 is a contract ceiling and the City will only pay for actual services performed.

Councilmember Schumacher noted that the contract amount is a maximum, not a guaranteed expenditure.

Councilmember Priestley asked how the CEI contract relates to inspection costs included in the Granite Construction contract.

Mr. Gurney clarified that Granite would handle specialized testing, while CEI provides the independent daily inspections required by ADOT.

Ms. Coronado stated that approximately \$50,000–\$58,000 will come from the bed tax contingency fund, with the remainder covered by existing grant funds.

MOTION: Councilmember Schumacher moved to approve the contract with CEI to provide third party inspection services for construction of the Bisbee Bikeways Lavender Pit East Segment Shared-Use Path in the amount of up to \$218,854.80.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

14. Discussion and Possible Approval of a Revision to the Acquisition of a 2026 Chevrolet Silverado 4-wheel drive 2500HD Utility Truck through a five-year municipal lease purchase agreement with GM Financial, with annual payments of \$17,341.81.

Matthew Gurney. Public Works Director

Mr. Gurney presented this item as a correction to an approval made at the prior Council meeting. He explained that at the previous meeting, the Council approved the acquisition of a 2-wheel drive utility truck; however, the Streets Division requires a 4-wheel drive vehicle, particularly for operations during snow events and on unpaved or muddy roads in Old Bisbee and other areas. Through an administrative error, the 2-wheel drive configuration was brought forward when the 4-wheel drive was the intended selection. The revised annual lease payment under GM Financial was approximately \$500 more per year than the previously approved amount.

Councilmember Schumacher confirmed for the record that this was not an additional vehicle but rather a correction to the specifications of the previously approved acquisition. Mr. Gurney stated that was correct.

MOTION: Councilmember Damon moved to approve the revision of an acquisition of a 2026 Chevrolet Silverado 4-wheel drive 2500HD Utility Truck through a five-year municipal lease purchase agreement with GM Financial, with annual payments of \$17,341.81.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

15. Discussion and Possible Approval of Authorization of Services No. 1 for Airport Airfield Electrical Improvements.

Matthew Gurney. Public Works Director

Mr. Gurney presented the item, explaining that the Bisbee Municipal Airport's airfield electrical infrastructure has reached — and in many instances well exceeded — the end of its useful life. He described the scope of work covered under the authorization of services, including replacement and modernization of runway edge lighting, threshold lighting, Precision Approach Path Indicators (PAPIs), the primary wind cone, the airport beacon, constant current regulators, airfield electrical cabling, and associated control systems. He noted that the PAPI guidance systems have been inoperable for approximately fifteen to twenty years, and that the airport beacon has required repeated motor replacements over the years, with the current unit being an aging piece of equipment. As part of the improvements, the airport beacon will be relocated from atop the terminal building to a dedicated separate tower.

The engineering services will be provided by Gage Dybdahl and Associates (GDA) Consulting Engineers, with CR Engineers serving as electrical subconsultants. The total fee for Authorization of Services No. 1 was \$306,303, which covers engineering design, fitting, acceptance, construction administration, grant coordination, and related project services. This amount was funded almost entirely by an FAA grant of over \$400,000 that was approved two days prior to the meeting. The City's required match was five percent.

Councilmember Priestley asked about the overall project timeline. Mr. Gurney explained that the current authorization covers engineering and design work through the coming year; grant applications for the construction phase are anticipated to be submitted the following fall, with construction expected to begin approximately one year, hence.

MOTION: Councilmember Sowid moved to approve Authorization of Services No. 1 for Airport Airfield Electrical Improvements in the amount of \$306,303.

SECOND: Councilmember Damon

MOTION PASSED: UNANIMOUSLY

16. 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.):

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

ADJOURNMENT: 9:29PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 6, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 23, 2026

REGULAR ☐

CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐

ORDINANCE ☐

FORMAL ACTION ☒

OTHER ☐

SUBJECT: APPROVAL OF THE MINUTES OF THE SPECIAL SESSION OF MAYOR AND COUNCIL HELD ON SEPTEMBER 22, 2026, AT 5:01 PM.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Special Session of Mayor and Council held on September 22, 2026, at 5:01 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 SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, SEPTEMBER 22, 2026, AT 5:01 PM IN THE CITY OF BISBEE COUNCIL CHAMBERS, 118 ARIZONA STREET, BISBEE, ARIZONA AND VIA ZOOM AT <https://us02web.zoom.us/j/83552737966>.

THE MEETING WAS CALLED TO ORDER BY MAYOR PRO TEMPORE AT 5:01PM.

ROLL CALL

COUNCIL

Councilmember Karen Schumacher, Ward I	5:05PM
Councilmember Terry Priestley, Ward II	
Councilmember Trish Damon, Ward III	5:06PM
Mayor Ken Budge	Excused
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

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

1. Discussion and Possible Approval of the First Amendment to the Intergovernmental Agreement between the City of Bisbee and the City of Douglas for the Bisbee Public Transit Services.
Rene Lopez, Transit Manager

Mr. Lopez presented the item and explained that the amendment was being brought back to Council because several pages were missing from the previously presented agreement. The missing pages, identified as Pages 1 and 2 of Attachment 1, contain the statement of work and outline the services to be provided during the upcoming contract year. He explained that the city was extending its Intergovernmental Agreement with the City of Douglas, which operates the Bisbee Public Transit System, for an additional one-year renewal beginning October 1, 2026.

Mr. Lopez explained that the updated statement of work outlines the purpose of the service, weekday operations, routes and stops, as well as additional Friday and Saturday service. He also explained that adjustments to the transit schedule are necessary to meet Commercial Driver's License (CDL) requirements. The revised schedule will divide the service between two drivers working separate shifts rather than having one driver operate the full schedule.

Councilmember Priestley asked about changes to the transit route and schedule. Mr. Lopez explained that the routes and stops will remain generally the same, with adjustments to the times. The first morning stop will move to Naco at approximately 6:15 a.m., and Saturday service will begin and end later.

Mr. Lopez stated that the changes will be communicated through the City's website, social media, and printed notices, with updated schedules posted at bus stops. A 45-day public notice period will be provided before the changes take effect.

Councilmember Priestley emphasized the importance of clearly communicating the changes to residents who rely on the transit service.

Mayor Pro Tempore stated that being no further discussion, the meeting was concluded.

ADJOURNMENT: 5:12PM

Ken Budge, Mayor

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 29, 2026REGULAR ☐CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐SUBJECT: **Approval of the Appointment of Amanda Reyna to the Public Safety Personnel Retirement Board.**FROM: **Nina Williams, Acting City Clerk**RECOMMENDATION: **Approve**PROPOSED MOTION: **I move to approve the appointment of Amanda Reyna to the Public Safety Personnel Retirement Board.****DISCUSSION:****Ms. Reyna has submitted her application to serve on the Public Safety Personnel Retirement Board.****If approved, Ms. Reyna will serve on the Board from October 7, 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

City of Bisbee
City Clerk's Office

Date of Application: 9/29/2026

SEP 29 2026

RECEIVED

*** 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	☐ Tourism Marketing Advisory Committee

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

REYNA

AMANDA

R

Last Name

First Name

Middle Initial

Mailing Address

Number

Street

BISBEE
City

AZ
State

85603
Zip Code

Residential Street Address:

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for 14 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):

CURRENT EMPLOYEE OF THE CITY OF BISBEE PREVIOUSLY WORKED FOR COCHISE ONCOLOGY AND

COPPER QUEEN HOSPITAL

Please provide a brief summary of Civic/Volunteer Experience:

I have a strong background in public and community service, including four years as an Administrative Assistant with the City of Bisbee and

previous healthcare experience with Cochise Oncology and Copper Queen Community Hospital.

My experience includes public assistance, administrative support, medical billing and coding, admissions,

medical records, and public relations.

Other Background Information Relevant to Serving in this Position:

I have spent much of my career serving the Bisbee community through local government and healthcare.

These experiences, along with coming from a family of public safety professionals, military members, educators, and healthcare workers, have given me a deep appreciation for public service and the people who dedicate their lives to helping others.

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

Bisbee is my community, and I truly care about the people who live and work here.

My experience in local government and healthcare, together with my family's strong background in public service, has inspired me to give back in a meaningful way. I would be honored to bring my experience, compassion, and commitment to this board.

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: Amanda Reyna

Date: 09/29/2026

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

E-mail: nwilliams@bisbeeaz.gov

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **October 6, 2026**☒ Regular ☐ Special**DATE ACTION SUBMITTED:** September 23, 2026**REGULAR** ☐ **CONSENT** ☒**TYPE OF ACTION:****RESOLUTION** ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐**SUBJECT:** Approval of a Park, Facility, and Right-of-Way Use Permit for B.R.A.T.S for the use of Tombstone Canyon and Main Street; from the Iron Man Down to the Post Office to hold an Art Car Parade on Saturday, October 24, 2026, from 4:00pm to 4:30pm.**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 B.R.A.T.S for the use of Tombstone Canyon and Main Street; from the Iron Man Down to the Post Office to hold an Art Car Parade on Saturday, October 24, 2026, from 4:00pm to 4:30pm.

DISCUSSION:

Sonia Allen has submitted a Park, Facility, and Right-of-Way use permit for the use of Tombstone Canyon and Main Street; from the Iron Man Down to the Post Office to hold an Art Car Parade on Saturday, October 24, 2026, from 4:00pm to 4:30pm

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$66.14

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



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

PERMIT NO:

60-26

**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: 8/27/26

Name and Title (If Applicable): Sonia Allen

Organization Name (If Applicable): B.R.A.T.S. Bisbee Rolling Arts Transport Society

Applicant or Organization Mailing Address

Phone:

Contact Name and Phone # during event:

Email Address:

☒ 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: BRATS Parade

Expected Attendance: 300

Event Date(s): October 24, 2026

Start Time: 4:00

End Time: 4:30

Event Location and Address: Main Street

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):

15th year of Bisbee's art car parade! From Iron Man statue to the post office. Arizona Rangers to close road from 4-4:30pm.

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 "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	

#60-26

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 SA DATE: 8/27/26

FOR CITY USE ONLY

Police Department Approval



Yes



No

Jay Ritchie
Jay Ritchie (Sep 1, 2026 08:08:01 PDT)

09/01/26

Initials _____ Date _____

Remarks _____

No Police Requested. AZ Ranger requested by event coordinator.

Public Works Approval



Yes



No

Matthew Jurney

09/08/26

Initials _____ Date _____

Remarks _____

Fire Department Approval



Yes



No

Kevin Pacheco
Kevin Pacheco (Aug 31, 2026 15:43:02 PDT)

08/31/26

Initials _____ Date _____

Remarks _____

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

With conditions as noted:

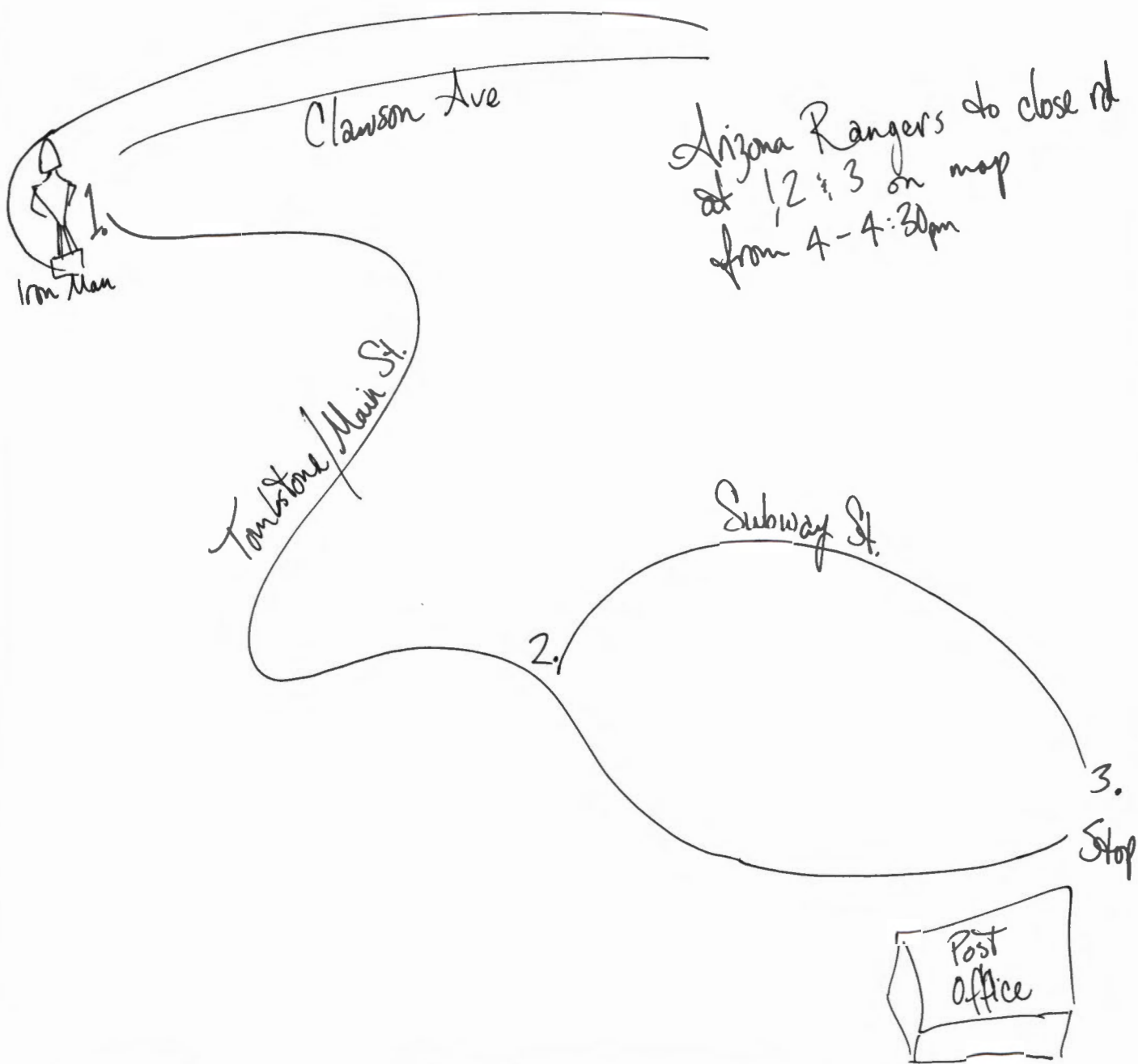
Jim Richardson

Jim Richardson (Sep 2, 2026 19:10:01 EDT)

Julie Delk

Julie Delk (Aug 31, 2026 16:00:53 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
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

BRATS

OCTOBER

24TH

Saturday

4 Pm

on Main St.

in
Bisbee

Watch Art
go downhill

Join US

BISBEE ROLLIN

ART

TRANSPORT
SOCIETY

BRATS

2025

For Bismarck

BRATS CAR PARADE
FEES

OCTOBER 24, 20256

PERMIT #60-26

Permit Fee:	\$ 25.00
-------------	----------

Special Event License	<u>\$ 41.14</u>
-----------------------	-----------------

TOTAL	\$ 66.14
-------	----------

Refundable Deposit:	\$ 50.00
---------------------	----------

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2026

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 EVERHART INSURANCE Ltd llc 402 BISBEE Rd. BISBEE,AZ. 85603	CONTACT NAME: JOHN EVERHART	
	PHONE (A/C, No, Ext): 520-432-6704	FAX (A/C, No): 520-432-6783
INSURED BISBEE ROLLING ART TRANSPORTAION SOCIETY (BRATZ) PO BOX 343 BISBEE,AZ. 85603	E-MAIL ADDRESS: angelshands1@hotmail.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: PHILADELPHIA INSURANCE COMPANIES	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

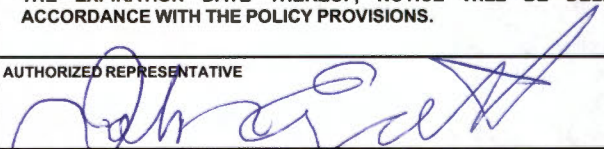
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		EV208942	10/24/2026	10/25/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	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)

A ONE DAY ROLLING ART FLOATS PARADE ON BISBEE CITY STREETS. THE CITY OF BISBEE IS AN ADDITIONAL INSURED TO THE LIMITS OF LIABILITY STATED HEREIN.

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF BISBEE 118 ARIZONA ST. BISBEE,AZ. 85603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 23, 2026REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility and Right-of-Way Use Permit for the Copper Queen Hotel for the use of Howell Avenue for a Halloween Party to be held on Saturday, October 24, 2026, from 5:00pm to 2:00am.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use Permit for the Copper Queen Hotel for the use of Howell Avenue for a Halloween Party to be held on Saturday, October 24, 2026, from 5:00pm to 2:00am.

DISCUSSION:

The Copper Queen Hotel has submitted a Park, Facility and Right of Way Use Permit for the use of Howell Avenue for a Halloween Party to be held on Saturday, October 24, 2026, from 5:00pm to 2:00am.

Staff has reviewed the permit and recommends approval.

- *The Fire Department has indicated that the street space has two exits, allowing for a maximum occupancy of 500 people. The applicant has been notified, as the application states an anticipated attendance of 800+ people.*

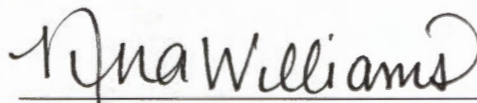
The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$161.14

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

SEP 16 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:

64-26

**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: 9/16/2026

Name and Title (If Applicable): Jenna Lampinen, Event Director

Organization Name (If Applicable): Copper Queen Hotel

Applicant or Organization Mailing Address:

Phone:

Contact Name and Phone # during event:

Email Address:

☐ 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: Halloween Party

Expected Attendance: 800+

Event Date(s): October 24th

Start Time: 5pm

End Time: 2am

Event Location and Address: Copper Queen Hotel, 11 Howell Ave, Bisbee Arizona 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):

Annual Street Party with music and bar

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

#64-26

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 JFLDATE: 9/16/2026FOR CITY USE ONLY J. Ritchie 09/18/26J. Ritchie (Sep 18, 2026 09:34:43 PDT)

Police Department Approval



Yes



No

Initials _____

Date _____

Remarks _____

Public Works Approval



Yes



No

Initials _____

Matthew J. Jancy 09/22/26

Date _____

Remarks _____

Fire Department Approval



Yes



No

Initials _____

Kevin Pacheco 09/22/26

Date _____

Remarks The space on the street shows 2 exits which would only allow up to 500 people.Just make sure it doesn't exceed that due to application stating 800+ attendance.COUNCIL ACTION: Approve ☐Deny ☐

Mayor's Signature _____

Date _____

With conditions as noted:

Jim RichardsonJim Richardson (Sep 21, 2026 09:34:25 PDT)Julio DelkJulio Delk (Sep 17, 2026 16:54:10 PDT)

COPPER QUEEN HOTEL

Copper Queen
4.0 ★ (1344)
3-star hotel

📍 Lavender Jeep Tours

📍 Bisbee Olive Oil

📍 Hotel San Ramon

📍 Covenant Presbyterian Church

CHAIN LINK FENCE

STREET BAR

145ft

GRID IS EXTENSION

Brewery Gulch

ALLEY WAY

CHAIN LINK FENCE

DOORMAN
EXIT &
ENTER
POINT

STAIRS
TO
PARK

WALL

DOORMAN
AND
EXIT/ENTERANCE
POINT

$$\square = 10\text{ft} \times 10\text{ft} = 100\text{ft}^2$$

$$\text{Total} = 145 \times 30 = 4,050\text{ft}^2$$

Created with Tiny Scanner

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



11HOWEL-01

DAWNMALINIAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2026

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
NFP Property & Casualty Services, Inc.
5151 East Broadway Boulevard
Suite 650
Tucson, AZ 85711

CONTACT NAME: Dawn Maliniak
PHONE (A/C, No, Ext): (520) 571-1900 36061
E-MAIL: dawn.maliniak@nfp.com
FAX (A/C, No): (520) 571-9667

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Mesa Underwriters Specialty Insurance Company 36838

INSURER B: Ategrity Specialty Insurance Company 16427

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

11 Howell Ave LLC dba: Copper Queen Hotel
PO Box 1613
Bisbee, AZ 85603-2613

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR	X	MP000200410040000	3/10/2026	3/10/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☒ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					
A	☒ UMBRELLA LIAB ☒ OCCUR					
	☒ EXCESS LIAB ☐ CLAIMS-MADE		MX00020041000400	3/10/2026	3/10/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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 \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					
B	Liquor Law Liability		01-B-GL-P20169656-0	3/26/2026	3/26/2027	Occurrence 1,000,000
B	Liquor Law Liability		01-B-GL-P20169656-0	3/26/2026	3/26/2027	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bisbee is an Additional Insured per endorsement CG2012 04-13 attached

CERTIFICATE HOLDER

City of Bisbee
118 Arizona Street
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

HALLOWEEN PARTY
COPPER QUEEN HOTEL
HOWELL AVE
FEE SCHEDULE
October 24, 2026

Permit #64-26

Permit Fee	\$ 120.00
Special Event License	<u>\$ 41.14</u>
TOTAL	\$ 161.14
Deposit	\$ 50.00

ROAD CLOSED SIGNS ARE NO LONGER PROVIDED
BY THE CITY. EVENT APPLICANTS WILL HAVE TO
OBTAIN ALL TRAFFIC CONTROL ITEMS
ELSEWHERE.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 23, 2026REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility and Right-of-Way Use Permit for the Copper Queen Hotel for the use of Howell Avenue for a Halloween Party: Local's Night to be held on Saturday, October 31, 2026, from 5:00pm to 2:00am.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use Permit for the Copper Queen Hotel for the use of Howell Avenue for a Halloween Party: Local's Night to be held on Saturday, October 31, 2026, from 5:00pm to 2:00am.

DISCUSSION:

The Copper Queen Hotel has submitted a Park, Facility and Right of Way Use Permit for the use of Howell Avenue for a Halloween Party: Local's Night to be held on Saturday, October 31, 2026, from 5:00pm to 2:00am.

Staff has reviewed the permit and recommends approval.

The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$161.14**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

SEP 16 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:

65-26

**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: 9/16/2026

Name and Title (If Applicable): Jenna Lampinen, Event Director

Organization Name (If Applicable): Copper Queen Hotel

Applicant or Organization Mailing Address

Phone:

Contact Name and Phone # during event

Email Address

☐ 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: Halloween Party: Local's Night

Expected Attendance: 300+

Event Date(s): October 31st

Start Time: 5pm

End Time: 2am

Event Location and Address: Copper Queen Hotel, 11 Howell Ave, Bisbee Arizona 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):

Halloween Street Party with music and bar, costume contest and special discounts for locals

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

#65-26

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 JFLDATE: 9/16/2026

FOR CITY USE ONLY

J. Ritchie09/18/26

Police Department Approval



Yes



No

Initials _____

Date _____

Remarks _____

Public Works Approval



Yes



No

Matthew Genney09/22/26

Initials _____

Date _____

Remarks _____

Fire Department Approval



Yes



No

Kevin Pacheco

Kevin Pacheco (Sep 21, 2026 17:06:58 PDT)

09/21/26

Initials _____

Date _____

Remarks _____

COUNCIL ACTION: Approve ☐

Deny



Mayor's Signature _____

Date _____

With conditions as noted:

Jim Richardson

Jim Richardson (Sep 21, 2026 09:35:35 PDT)

Julie Delk

Julie Delk (Sep 21, 2026 07:39:30 PDT)

COPPER QUEEN HOTEL

Copper Queen
4.0 ★ (13/14)
3-star hotel

Lavender Jeep Tours

Bisbee Olive Oil

Hotel San Ramon

Covenant
Presbyterian Church

CHAIN
LINK
FENCE

STREET
BAR

GRID IS
EXTENSION

Brewery Gulch

ALLEY WAY

CHAIN
LINK
FENCE

Ave -

Howell Ave -

Howell Ave -

Howell Ave -

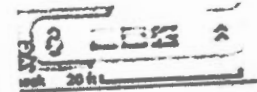
Howell Ave -

DOORMAN
EXIT &
ENTER
POINT

STAIRS
TO
PARK

WALL

DOORMAN
AND
EXIT/ENTERANCE
POINT



$$\square = 10\text{ft} \times 10\text{ft} = 100\text{ft}^2$$

$$\text{Total} = 145 \times 30 = 4,050\text{ft}^2$$

Created with Tiny Scanner

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



11HOWEL-01

DAWNMALINIAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2026

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

NFP Property & Casualty Services, Inc.
5151 East Broadway Boulevard
Suite 650
Tucson, AZ 85711

CONTACT NAME: Dawn Maliniak

PHONE (A/C, No, Ext): (520) 571-1900 36061

FAX (A/C, No): (520) 571-9667

E-MAIL ADDRESS: dawn.maliniak@nfp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Mesa Underwriters Specialty Insurance Company 36838

INSURER B: Ategrity Specialty Insurance Company 16427

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

11 Howell Ave LLC dba: Copper Queen Hotel
PO Box 1613
Bisbee, AZ 85603-2613

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						
	CLAIMS-MADE ☒ OCCUR	X		MP000200410040000	3/10/2026	3/10/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY ☐ PRO-JECT ☒ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB						EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE			MX00020041000400	3/10/2026	3/10/2027	AGGREGATE \$ 1,000,000
	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 \$
B	Liquor Law Liability			01-B-GL-P20169656-0	3/26/2026	3/26/2027	Occurrence 1,000,000
B	Liquor Law Liability			01-B-GL-P20169656-0	3/26/2026	3/26/2027	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bisbee is an Additional Insured per endorsement CG2012 04-13 attached

CERTIFICATE HOLDER

City of Bisbee
118 Arizona Street
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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

**City of Bisbee
118 Arizona Street
Bisbee, AZ 85603**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

HALLOWEEN PARTY: LOCAL'S NIGHT
COPPER QUEEN HOTEL
HOWELL AVE
FEE SCHEDULE
October 31, 2026
Permit #65-26

Permit Fee	\$ 120.00
Special Event License	<u>\$ 41.14</u>
TOTAL	\$ 161.14
Deposit	\$ 50.00

ROAD CLOSED SIGNS ARE NO LONGER PROVIDED
BY THE CITY. EVENT APPLICANTS WILL HAVE TO
OBTAIN ALL TRAFFIC CONTROL ITEMS
ELSEWHERE.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 23, 2026REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Park, Facility and Right-of-Way Use Permit submitted by Kelly Galligan for the use of Lower Subway Street for a Halloween Party to be held on Saturday, October 31, 2026, from 7:00pm to 10:00pm.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use Permit submitted by Kelly Galligan for the use of Lower Subway Street for a Halloween Party to be held on Saturday, October 31, 2026, from 7:00pm to 10:00pm.

DISCUSSION:

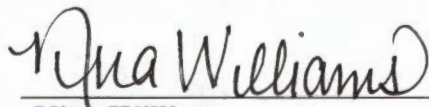
Ms. Kelly Galligan submitted a Park, Facility and Right-of-Way Use Permit for the use of Lower Subway Street for a Halloween Party to be held on Saturday, October 31, 2026, from 7:00pm to 10:00pm.

Staff has reviewed the permit and recommends approval.

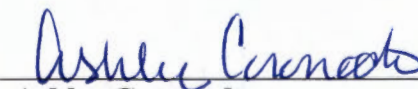
The \$50.00 refundable deposit is required.

FISCAL IMPACT: \$120.00**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



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

PERMIT NO:

63-26

**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: 9/1/2026

Name and Title (If Applicable): Kelly Galligan

Organization Name (If Applicable):

Applicant or Organization Mailing Address

Contact Name and Phone # during event:

Email Address:

☒ 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: Halloween Party

Expected Attendance: 200

Event Date(s): 10/31/2026

Start Time: 7 pm

End Time: 10 pm

Event Location and Address: lower Subway Street

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):

Poco (15 Main) and Allen & Co. (31 Subway) are teaming up to host the 2nd annual Halloween street dance and costume party on Subway Street. The street will be closed to traffic. The Exbats (a local band) will play, and we'll play amplified music before and after. We'll see wine and beer via an extension of premise from Poco's liquor license.

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. NO VENDORS
☐	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:	170 -
TOTAL ADDED FEES:	TOTAL SUBMITTED: 170 -
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMNENT	
Applicant shall indemnify, defend, save and hold harmless the City of Bisbee and its officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is	

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

PERMIT HOLDER INITIALS kg DATE: 9/1/2026

FOR CITY USE ONLY

Police Department Approval



Yes



No

Jay Ritchie
Jay Ritchie (Sep 9, 2026 15:56:45 PDT)

Initials _____

09/09/26

Date _____

Remarks _____

Event Coordinator needs to provide info on road closure signs and locations since no PD req.

Public Works Approval



Yes



No

Matthew Jurney

Initials _____

09/10/26

Date _____

Remarks _____

Fire Department Approval



Yes



No

Kevin Pacheco
Kevin Pacheco (Sep 10, 2026 15:57:31 PDT)

Initials _____

09/10/26

Date _____

Remarks _____

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

With conditions as noted:

Jim Richardson

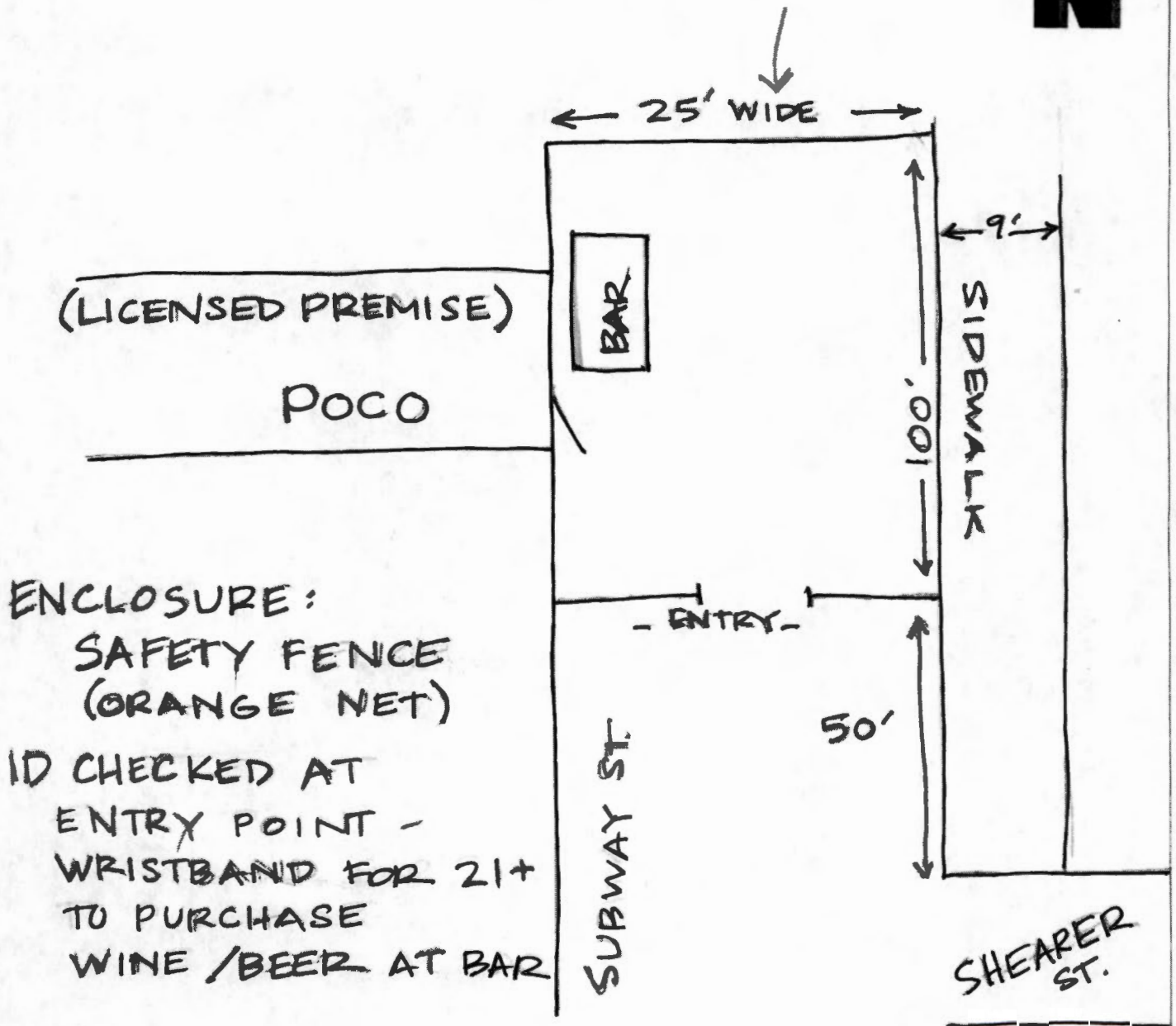
Jim Richardson (Sep 9, 2026 17:04:47 PDT)

Julio Delk

Julio Delk (Sep 9, 2026 15:22:14 PDT)

EXTENSION

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.

**HALLOWEEN PARTY
SUBWAY STREET
OCTOBER 31, 2026**
PERMIT #63-26

Permit Fee	\$120.00
-------------------	-----------------

PERMIT TOTAL	\$120.00
---------------------	-----------------

DEPOSIT TOTAL (Refundable)	\$ 50.00
-----------------------------------	-----------------

GRAND TOTAL	\$170.00
--------------------	-----------------

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/21/2026

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 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 NFP PROPERTY & CASUALTY SERVICES, INC- SMALL BUSINESS 8777 N GAINES CENTER DR STE 260 SCOTTSDALE, AZ 85258	CONTACT NAME: BRIAN ONEIL PHONE: FAX: (480)947-6699 E-MAIL ADDRESS: brian.oneil@nfp.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Central Mutual 20230 INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED TIN CAN ALLEY PARTNERS POCO PO BOX 1209 BISBEE, AZ 85603	

CERTIFICATE NUMBER

7304614

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC	Y	Y	8922387	9/22/2025	9/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY AGGREGATE LIMIT \$ 2,000,000 LIQUOR LIABILITY EACH COMMON CAUSE LIMIT \$ 1,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		Y	8922387	9/22/2025	9/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	UMBRELLA LIABILITY ☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	8923106	9/22/2025	9/22/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNERS/EXEC-UTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) ☒ If yes, describe under DESCRIPTION OF OPERATIONS below			8923107	9/22/2025	9/22/2026	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Certificate Holders are additional insured per the attached endorsements.
 Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

Excluded proprietors, partners, executive officers, and members:
 KELLY GALLIGAN
 VINCENT LACAVA

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
BRIAN ONEIL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PRIMARY AND EXCESS PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS

ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATED TO PREMISES

ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER

PRIMARY AND NONCONTRIBUTORY INSURANCE

PROPERTY DAMAGE TO BORROWED EQUIPMENT

BROADENED CONTRACTUAL LIABILITY - WORK WITHIN 50' OF RAILROAD PROPERTY

INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US

NEWLY FORMED OR ACQUIRED ORGANIZATIONS

NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION

VOLUNTARY PROPERTY DAMAGE

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

DAMAGE TO PREMISES RENTED TO YOU

POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT

AGGREGATE LIMITS OF INSURANCE AMENDMENT

SUPPLEMENTARY PAYMENTS - HIGHER LIMITS

REASONABLE FORCE EXPANSION - PROPERTY DAMAGE

LOST KEY COVERAGE

PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to **SECTION I - COVERAGES**:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE** for Employee Benefits Liability Coverage and

- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- 2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and
- 3) The act, error or omission occurs during the policy period; or
- 4) Occurred prior to the "first effective date" of this endorsement provided:
 - a) You did not have knowledge of a "claim" or "suit" on or before the "first effective date" of this endorsement. You will be deemed to have knowledge of a "claim" or "suit" when any insured listed under **A. Employee Benefits Liability Coverage, SECTION II - WHO IS AN INSURED** of this endorsement or any "employee" authorized by you to give or receive notice of a "claim" or "suit".
 - i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or "claim" for damages because of the act, error or omission; and
 - b) There is no other applicable insurance.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

I. Taxes, Fines Or Penalties

- 1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
- 2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

J. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages A and B apply except for Paragraphs 1.b. and 2.

SECTION II - WHO IS AN INSURED, Paragraphs 2. and 3. are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) "Claims" made or "suits" brought;
 - c) Persons or organizations making "claims" or bringing "suits";
 - d) Acts, error or omissions which result in loss; or
 - e) Benefits included in your "employee benefit program."
- 2) **\$3,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3) Subject to the above Limit, **\$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - a) An act, error or omission; or
 - b) A series of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after

issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **\$1,000**. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs 2. and 4. are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - 1) What the act, error or omission was and when it occurred; and
 - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the "claims" or "suit" and the date received; and
 - 2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

- a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
- c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

5. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

1. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
2. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

1. Blanket Additional Insureds for Ongoing Operations

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- I. Your acts or omissions; or
- II. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured described in Paragraph a. or b. above.

However, the insurance afforded to such additional insured described above:

- I. Only applies to the extent permitted by law; and
- II. Will not be broader than that which you are required by the written contract or agreement to provide for such additional insured; and,
- III. Only applies if the written contract or agreement requiring the addition of the additional insured has been signed by the Named Insured and was in effect prior to when the "bodily injury", "property damage" or "personal and advertising injury" occurred; and
- IV. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

2. Blanket Additional Insureds for Completed Operations

- a. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph a. or b. above and included in the "products-completed operations hazard". However, the insurance afforded to such additional insured described above:

- I. Only applies to the extent permitted by law; and
- II. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- III. Only applies if the written contract or agreement requiring the addition of the additional insured has been signed by the Named Insured and was in effect prior to when the "bodily injury", "property damage" or "personal and advertising injury" occurred; and

- iv. Only applies if the Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- v. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

3. Exclusions Applicable to Blanket Additional Insureds under Section 1. Blanket Additional Insureds for Ongoing Operations

With respect to the insurance afforded to these additional insureds under Section 1. **Blanket Additional Insureds for Ongoing Operations**, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

4. Exclusions Applicable to Blanket Additional Insureds under Section 1. Blanket Additional Insureds for Ongoing Operations and Section 2. Blanket Additional Insureds for Completed Operations.

With respect to the insurance afforded to these additional insureds under Section 1. **Blanket Additional Insureds for Ongoing Operations** and Section 2. **Blanket Additional Insureds for Completed Operations**, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the "claims" against any additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that additional insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

5. Limits Of Insurance

With respect to the insurance afforded to the additional insureds as described in Sections **B.1.a**, **B.1.b**, **B.2.a** and **B.2.b**, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability

arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - c. only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - c. only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. An express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - 1) The exceptions contained in Sub-paragraphs d. or f.; or
 - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations Relating to Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any state or governmental agency or subdivision or political subdivision when you and such entity have agreed in writing in a contract or agreement that entity be added as an additional insured on your policy, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; and

- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However, the insurance afforded to such additional insured described above:

- 1) only applies to the extent permitted by law; and
 - 2) will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - 3) only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

G. Additional Insured – Mortgagee, Assignee or Receiver

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

However, the insurance afforded to such additional insured described above:

- 1) only applies to the extent permitted by law; and
 - 2) will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - 3) only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

H. Primary and Noncontributory Insurance

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Condition 4. Other Insurance is amended to include:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **B-G** of this endorsement provided that:

- 1) The additional insured is a Named Insured under such other insurance; and
- 2) You have agreed in writing in a contract, agreement, permit or authorization with the additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Property Damage to Borrowed Equipment

1. The following is added to Exclusion 2.j. Damage to Property under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The most we will pay in any one "occurrence" is **\$15,000** regardless of the number of:

- 1) Insureds;
- 2) "Claims" made or "suits" brought; or
- 3) Persons or organizations making "claims" or bringing "suits".

b. Deductible Clause

- 1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of a **\$500** deductible. The limits of insurance will not be reduced by the application of such deductible amount.
- 2) We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

J. Broadened Contractual Liability – Work Within 50' Of Railroad Property

SECTION V – DEFINITIONS, 9. "Insured contract" is amended as follows:

1. Paragraph c. is replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) is deleted in its entirety.

K. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

M. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

N. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

a. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of

occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

b. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

c. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

O. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **\$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **\$25,000**.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **\$250**. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
5. The insurance under the Voluntary Property Damage shall not apply:
 - a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
 - b. To "loss" of property while in transit;
 - c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
 - d. To the cost of repairing or replacing
 - 1) any work defectively or incorrectly done;
 - 2) any product manufactured, sold or supplied by you;unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
 - e. To "loss" of property included within the "Products/Completed Operations Hazard";
 - f. To "loss" of property which is an "auto" or "mobile equipment."
 - g. To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

P. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 60 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
 - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

Q. Damage to Premises Rented to You

1. SECTION I - GENERAL LIABILITY COVERAGES is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage, lightning, smoke, soot, or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage, lightning, smoke, soot, or explosion or any combination of the six.

- b. **SECTION III - LIMITS OF INSURANCE** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, lightning, smoke, soot, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage, lightning, smoke, soot, or explosion or any combination of the six.

2. The Damage to Premises Rented To You Limit is **\$500,000** unless a higher limit is shown on the Declaration or Change Endorsement.

3. Paragraph 4.b. of the Other Insurance is amended as follows:

The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, Lightning, Smoke, Soot, or Explosion"

4. Section 9.a. under **SECTION V - DEFINITIONS** is amended as follows:

The term "fire" is replaced by "fire, sprinkler leakage, lightning, smoke, soot, or explosion"

R. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting

"pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. Exclusions

- a. With regard only to the coverage provided by this extension **R., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

S. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE, Paragraph 2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

T. Supplementary Payments - Higher Limits

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Paragraph **1.b.** is replaced by the following:

Up to **\$2,500** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **\$500** a day because of time off from work.

U. Reasonable Force Expansion - Property Damage

Exclusion **2.a. of Coverage A** is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks

including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed **\$25,000**. Each claim is subject to a **\$250** deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b)**:

However, coverage is provided for the loss of keys which are in the possession of the insured or their "employees," subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or their "employees" or agents; and
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed **\$25,000**. Each claim is subject to a **\$250** deductible.

W. Personal and Advertising Injury Definition

Under **SECTION V – DEFINITIONS, 14.c.** is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

X. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a. There shall be no duplication of the Limits of Insurance.
- b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

Y. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:

Liberalization

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 28, 2025REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Special Event Liquor License Application Submitted by Bisbee Vogue Inc. for an Event to be held at Higgins Hill Park located at 1 Higgins Hill, Bisbee on Saturday, October 17, 2026, from 9:00am to 1:00pm; Cynthia Conroy, Applicant.

FROM: Nina Williams, Acting City Clerk**RECOMMENDATION:** Approve the Special Event Liquor License Application

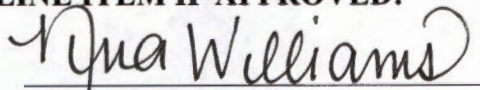
PROPOSED MOTION: I move to approve the Special Event Liquor License Application Submitted by Bisbee Vogue Inc. for an Event to be held at Higgins Hill Park located at 1 Higgins Hill, Bisbee on Saturday, October 17, 2026, from 9:00am to 1:00pm; Cynthia Conroy, Applicant.

DISCUSSION:

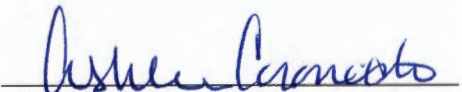
Ms. Cynthia Conroy, Bisbee Vogue Inc. has requested approval of a Special Event Liquor License Application to hold an Event to be held at Higgins Hill Park on Saturday, October 17, 2026, from 9am to 1pm.

Ms. Conroy has indicated that there will be 4 security personnel, and the venue is enclosed on all sides with three entrances which will be temporarily fenced with barriers and security personnel.

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


Nina Williams,
Acting City Clerk

Reviewed by:


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 Vogue, Inc.

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: 9-28-2026

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: Conroy, Cynthia
Last First Middle
2. Applicant's mailing address: [REDACTED]
Street City State Zip
3. Applicants home/cell phone: [REDACTED] Non-profit organization phone: same
4. Applicant's email address: [REDACTED]
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 Vogue, Inc.
2. Non-Profit/IRS Tax Exempt Number: 86-0713130 Arizona Corporation Commission File #: 0525339
Required Required
3. If Out Of State, specify State (Attach letter of good standing): _____
4. Special Event Name: Bisbee 1000: the Great Stairclimb

SECTION 5

5. Event Location Name: Higgins Hill Park
6. Event Address: 1 Higgins Hill, 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 4 _____ Number of Security Personnel ☒ Fencing ☒ Barriers

Must explain security measures: Venue is enclosed on all sides with three entrances that will be temporarily fenced with barriers and security personnel.

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	October 17, 2026	Saturday	9:00am	1:00pm
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 Vogue, Inc. Percentage: 25%

Address: 201 Tombstone Canyon, Bisbee, AZ 85603
Street City State Zip

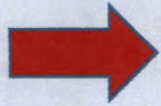
Name: WICK Communications Percentage: 75%

Address: 333 W. Wilcox Drive Ste. 302, Sierra Vista, AZ 85635
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) Cynthia Conroy, 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



SPECTATORS
ENTRANCE
from
Higgins Ave

SECURITY FOR EXIT

Swimming Pool

REFRESHMENTS

FOOD \$

BAND
STAGE

RESTROOM
FACILITIES

SECURITY FOR EXIT

**AWARDS
CEREMONY &
CELEBRATION AT**



HIGGINS HILL PARK

MEDALLION
PRESENTERS

PEPSI
POSTRACE

PHOTO
BOOTH

Pickleball Court

Fitness Court

Basketball Court

BZB 1000
STORE BEER

VENDORS

FIRST AID

SECURITY FOR EXIT

RACE RESULTS

DEMONSTRATIONS

SECURITY FOR EXIT

**BISBEE1000
FINISH LINE**

GRAND SPONSOR

Pioneer Title Agency

BISBEE1000



**THE
GREAT
STAIR
CLIMB**

Bisbee1000.org

9
98 stairs

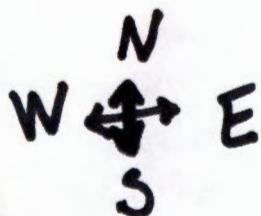
Quality Hill Rd

SPECTATOR VIEWING AREA

BLEACHERS

AWARDS CEREMONY

• Event area: 27,000 square feet





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2026

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
Crest Insurance Group, LLC
5285 E. Williams Circle Suite 4500
Tucson AZ 85711

CONTACT NAME: Diane Walsh

PHONE (A/C, No, Ext): 520-784-7635

FAX (A/C, No):

E-MAIL ADDRESS: diane.walsh@crestins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

License#: 967026
WICKCOM-03

INSURER A : Philadelphia Indemnity Insurance Co

18058

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Wick News Corporation
333 W. Wilcox Drive, #302
Sierra Vista AZ 85635-1756

COVERAGES

CERTIFICATE NUMBER: 693868104

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		EV208444	10/16/2026	10/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	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 DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder when required by written contract or agreement are additional Insured (General Liability).

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

Cody Ritchie

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.
2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2026

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
Crest Insurance Group, LLC
5285 E. Williams Circle Suite 4500
Tucson AZ 85711

CONTACT NAME: Diane Walsh

PHONE (A/C, No. Ext): 520-784-7635

FAX (A/C, No):

E-MAIL ADDRESS: diane.walsh@crestins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

License#: 967026
WICKCOM-03

INSURER A : Philadelphia Indemnity Insurance Co

18058

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Wick News Corporation
333 W. Wilcox Drive, #302
Sierra Vista AZ 85635-1756

COVERAGES

CERTIFICATE NUMBER: 828374711

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		EV208444	10/16/2026	10/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	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 DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder when required by written contract or agreement are additional Insured (General Liability).

CERTIFICATE HOLDER**CANCELLATION**

Bisbee Vogue
201 Tombstone Canyon Rd
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

Cody Ritchie

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.
2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 23, 2026REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of a Special Event Liquor License Application Submitted by the Bisbee Council on the Arts & Humanities for an Event to be held at St. Stephen Nemanja Orthodox Church Hall located at 216 Park Avenue, Bisbee, AZ on Friday, October 23, 2026, from 5:30pm to 9:00pm; Cherry Anne Larkin, Applicant.

FROM: Nina Williams, Acting City Clerk**RECOMMENDATION:** Approve the Special Event Liquor License Application

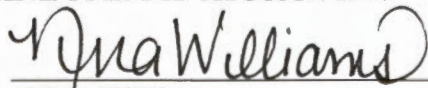
PROPOSED MOTION: I move to approve the Special Event Liquor License Application Submitted by the Bisbee Council on the Arts & Humanities for an Event to be held at St. Stephen Nemanja Orthodox Church Hall located at 216 Park Avenue, Bisbee, AZ on Friday, October 23, 2026, from 5:30pm to 9:00pm; Cherry Anne Larkin, Applicant.

DISCUSSION:

Ms. Larkin has requested approval of a Special Event Liquor License Application Submitted by the Bisbee Council on the Arts & Humanities for an Event to be held at St. Stephen Nemanja Orthodox Church Hall located at 216 Park Avenue, Bisbee, AZ on Friday, October 23, 2026, from 5:30pm to 9:00pm.

Ms. Larkin has indicated that the liquor will be kept in a secure location behind a bar with only the bartenders having access to the drinks. Each guest who would like beer or wine will be asked to produce a photo ID.

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


Nina Williams,
Acting City Clerk

Reviewed by:


Ashlee Coronado
City Manager



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

DLIC 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 Council on the Arts & Humanities

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>9-10-2026</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: Larkin Cherry Anne
Last First Middle
2. Applicant's mailing address: [REDACTED]
Street City State Zip
3. Applicants home/cell phone: [REDACTED] Non-profit organization phone: [REDACTED]
4. Applicant's email address: [REDACTED]
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 Council on the Arts & Humanities
2. Non-Profit/IRS Tax Exempt Number: 23-7042402 Arizona Corporation Commission File #: 01142532
Required Required
3. If Out Of State, specify State (Attach letter of good standing): _____
4. Special Event Name: Bisbee Council on the Arts & Humanities Annual Fundraising Dinner

SECTION 5

5. Event Location Name: St. Stephen Nemanja Orthodox Church Hall
6. Event Address: 216 Park Ave. 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 _____ Number of Security Personnel ☐ Fencing ☒ Barriers

Must explain security measures: The liquor will be kept in a secure location behind a bar with only the bartenders
having access to the drinks. Each guest who would like beer or wine will be asked to produce a photo ID.

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	10/23/2026	Friday	5:30 pm	9:00 pm
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 Council on the Arts & Humanities Percentage: 100%

Address: PO Box 14 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.



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) Cherry A. Larkin, 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: _____

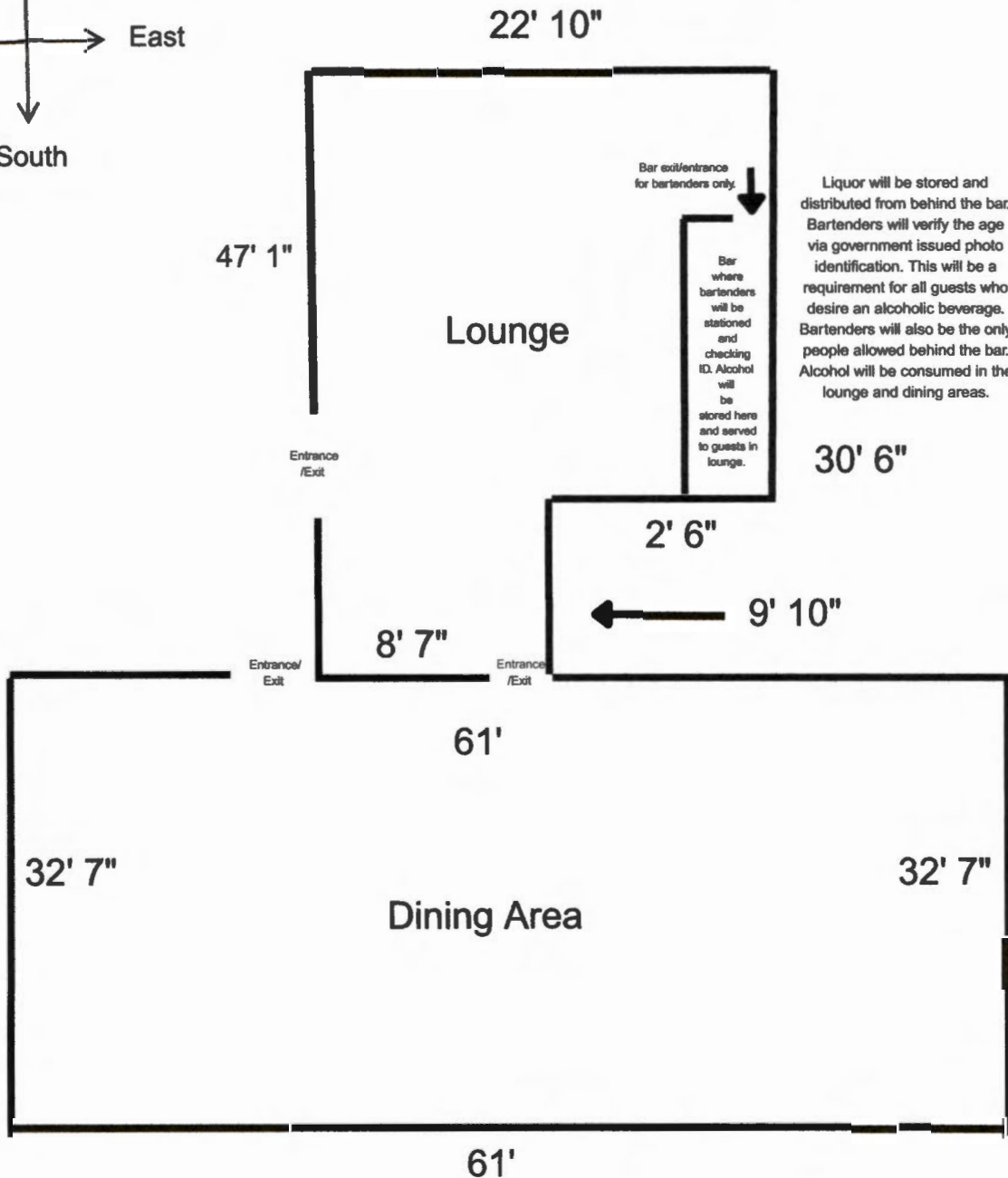
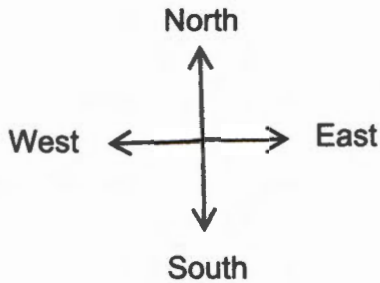
SPECIAL EVENT DIAGRAM AND SAFETY PLAN STANDARDS

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

Diagram of St. Stephen Nemanja Orthodox Church Hall
216 Park Ave. Bisbee, AZ 85603

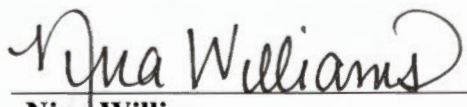


**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ Special**DATE ACTION SUBMITTED:** September 23, 2026**REGULAR** ☐ **CONSENT** ☒**TYPE OF ACTION:****RESOLUTION** ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐**SUBJECT:** Approval of a Special Event Liquor License Application Submitted by the Bisbee Radio Project Inc. for the Live In The Lot: Spooky event to be held at the KBRP Radio Station located at 400 Arizona Street, Bisbee, AZ on Sunday, October 25, 2026, from 2:00pm to 6:00pm; Steven Andrew Cosand, Applicant.**FROM:** Nina Williams, Acting City Clerk**RECOMMENDATION:** Approve**PROPOSED MOTION:** I move to approve the Special Event Liquor License Application Submitted by the Bisbee Radio Project Inc. for the Live In The Lot: Spooky event to be held at the KBRP Radio Station located at 400 Arizona Street, Bisbee, AZ on Sunday, October 25, 2026, from 2:00pm to 6:00pm; Steven Andrew Cosand, Applicant.**DISCUSSION:**

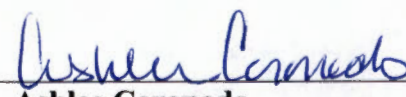
Steven Andrew Cosand has requested approval of a Special Event Liquor License Application Submitted by the Bisbee Radio Project Inc. for the Live In The Lot: Spooky event to be held at the KBRP Radio Station located at 400 Arizona Street, Bisbee, AZ on Sunday, October 25, 2026, from 2:00pm to 6:00pm.

The applicant has indicated that the event boundary is an enclosed patio area on the side of building, with barriers creating 1 single entry/exit. All servers trained in ID requirement and AZ state law. Security posted at entry/exit to ensure no alcohol enters/exits area, along with signage "no outside alcohol" and "no alcohol beyond this point". Fetal alcohol signage at service area.

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



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 Radio Project Inc.

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>9-15-2026</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: Cosand, Steven Andrew

Last

First

Middle

2. Applicant's mailing address:

Street

City

State

Zip

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

4. Applicant's email address:

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 Radio Project Inc.

2. Non-Profit/IRS Tax Exempt Number: 86-0904572 Arizona Corporation Commission File #: 08319061
Required Required

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

4. Special Event Name: Live In The Lot: Spooky!

SECTION 5

5. Event Location Name: KBRP Radio Station

6. Event Address: 400 Arizona St. 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 1 Number of Security Personnel ☐ Fencing ☒ Barriers

Must explain security measures: Event boundary is an enclosed patio area on the side of building, with barriers creating 1 single entry/exit. All servers trained in ID requirement and AZ state law.

Security posted at entry/exit to ensure no alcohol enters/exits area, along with signage "no outside alcohol" and "no alcohol beyond this point". Fetal alcohol signage at service 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	10/25/26	Sunday	2 PM	6 PM
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 Radio Project Inc Percentage: 100

Address: 400 Arizona St. Bisbee, AZ 85603

Name: _____ Percentage: _____

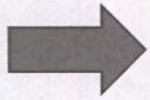
Address: _____

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



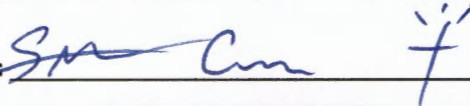
Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. Must include dimensions of event area, fencing, barricades, or other control measures, and include positions of security personnel.

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) Steven Cosand, 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

South

Alcohol
Sales

Security/ID
Entrance

RADIO STATION

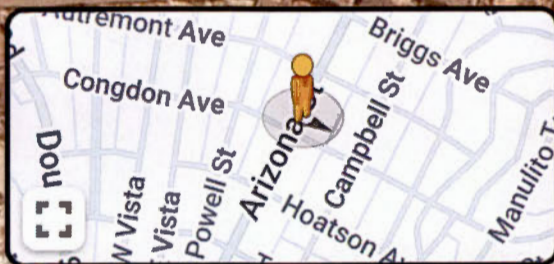
East

EVENT AREA

3,900 sq ft

Barricades

North



Google Maps

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 23, 2026REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Approval of an Application for a Temporary Extension of Premises/Patio Permit submitted by the Copper Queen Hotel for Events to be held on Howell Avenue, Bisbee, Arizona on Saturday, October 24, 2026, and Saturday, October 31, 2026, from 5:00pm to 1:00am each day; Helen Joyce Lampinen, Applicant.

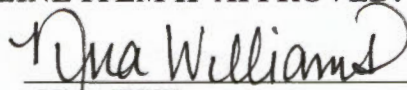
FROM: Nina Williams, Acting City Clerk**RECOMMENDATION:** Approve the Extension of Premises/Patio Permit

PROPOSED MOTION: I move to approve the application for a Temporary Extension of Premises/Patio Permit submitted by the Copper Queen Hotel for Events to be held on Howell Avenue, Bisbee, Arizona on Saturday, October 24, 2026, and Saturday, October 31, 2026, from 5:00pm to 1:00am each day; Helen Joyce Lampinen, Applicant.

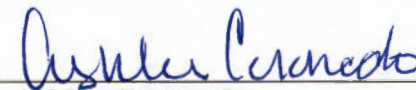
DISCUSSION:

Ms. Helen Joyce Lampinen has requested approval of an application for a Temporary Extension of Premises/Patio Permit for the Copper Queen Hotel for Events to be held on Howell Avenue, Bisbee, Arizona on Saturday, October 24, 2026, and Saturday, October 31, 2026, from 5:00pm to 1:00am each day; Helen Joyce Lampinen, Applicant.

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



TEMPORARY EXTENSION OF PREMISES/PATIO PERMIT

A non-refundable \$100 fee will apply

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

DLIC USE ONLY

Job #:	
Date Accepted:	
CSR:	

APPLICATION DUE TO THE LOCAL GOVERNING BODY 60 DAYS BEFORE DELIVERY TO THE DEPARTMENT OF LIQUOR
APPLICATION MUST BE SUBMITTED TO THE DEPARTMENT OF LIQUOR 30 DAYS PRIOR TO FIRST SCHEDULED DATE
A.R.S. § 4-207.03

License#: 06020040

- Agent Name: Helen Joyce Lampinen

LastFirstMiddle
- Business Name: Copper Queen Hotel
- Business Location Address: [REDACTED]
- Business Phone Number: [REDACTED] Contact Phone Number: [REDACTED]
- Mailing address: [REDACTED]
- Email Address: Jenna@copperqueen.com
- Specific purpose for change: Halloween Street Party
- Does this extension bring your premises within 300 feet of a school? ☐ Yes ☒ No

Dates of the Temporary Extension – Must not exceed 6 months.

Date	Day of Week	Start Time	End Time
10/24/2026	Saturday	5:00pm	1:00am
10/31/2026	Saturday	5:00pm	1:00am

(Attach additional sheet if necessary)

MODIFICATIONS TO DATES AND TIMES ONLY, USING THE SAME EXTENDED DIAGRAM OF PREMISES, ARE ALLOWED.
REQUIRES A 10 DAY ADVANCE NOTICE TO THE DEPARTMENT OF LIQUOR FOR APPROVAL.

REQUIRED ATTACHMENTS

1. **MUST submit a security plan and identify security measures that will be implemented in order to:**

- Provide for the safety of the patrons.
- Ensure anyone under legal drinking age does not purchase, possesses, or consume alcohol.
- Prevent unauthorized removal of alcohol from the extended premises.
- Prevent unauthorized carrying of alcohol onto the extended premises.

2. **MUST attach a diagram**, clearly depicting your licensed premises along with the new extended area, **If the extended area is not outlined and marked "extension" we cannot accept the application.**

BARRIER

- ☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

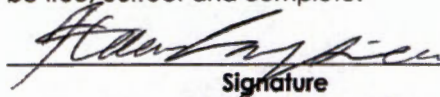
N/A

☐ Approval ☐ Disapproval by DLLC: _____

SIGNATURE

Declaration:

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


Signature

GOVERNING BOARD

After completion, and at least 60 days BEFORE submitting to the Department of Liquor, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

Date Received: _____ Agency: _____

Decision Date: _____ Title: _____

☐ Approval

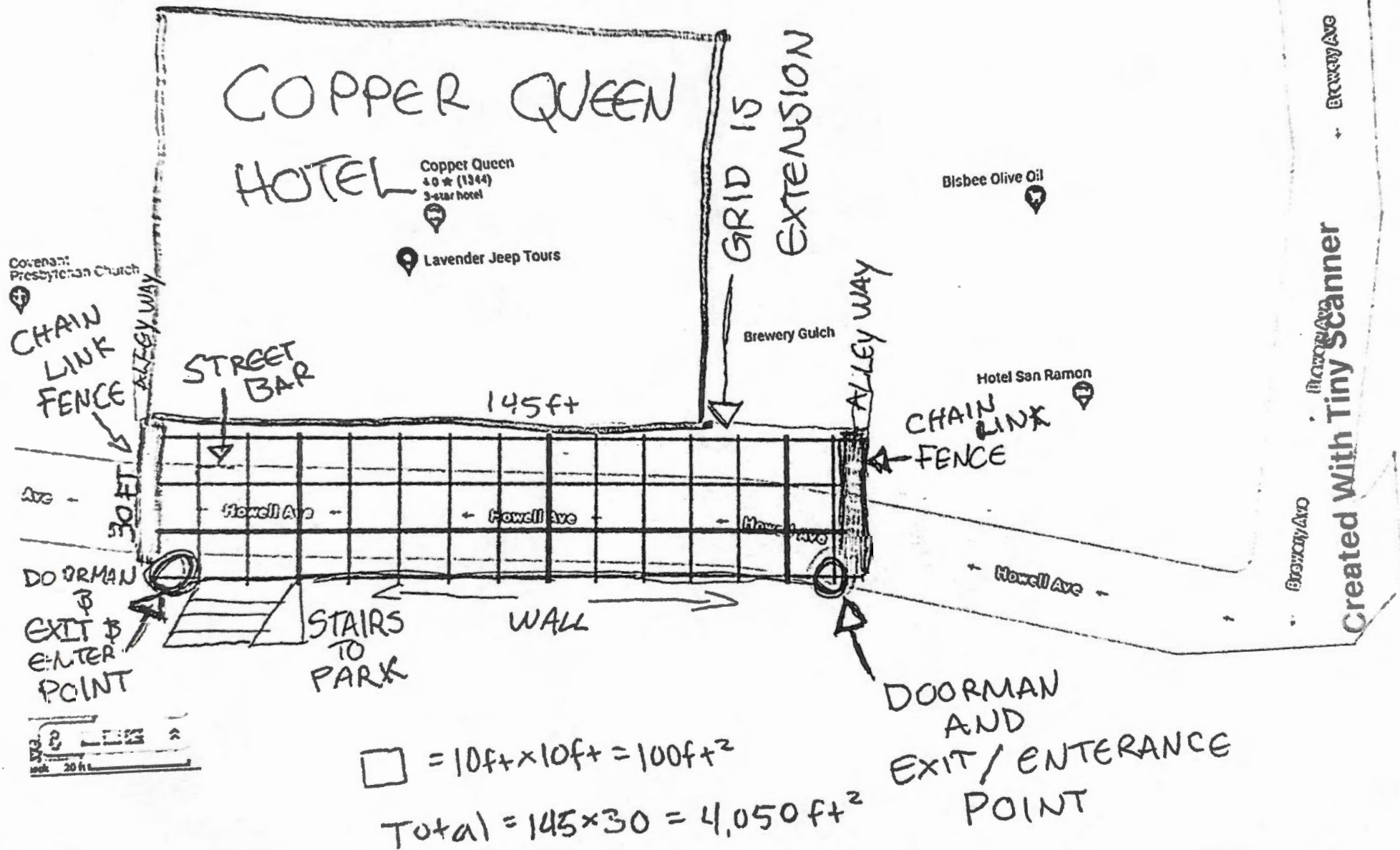
☐ Disapproval

Authorized Signature: _____ Date: _____

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

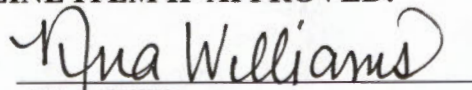
Director Signature required for Disapprovals: _____ Date: ____/____/____



**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6, 2026☒ Regular ☐ Special**DATE ACTION SUBMITTED:** September 23, 2026**REGULAR** ☐ **CONSENT** ☒**TYPE OF ACTION:****RESOLUTION** ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐**SUBJECT:** Approval of an Application for a Temporary Extension of Premises/Patio Permit submitted by POCO for an event to be held on Lower Subway Street, Bisbee, Arizona on Saturday, October 31, 2026, from 7:00pm to 11:00pm; Kelly Galligan, Applicant.**FROM:** Nina Williams, Acting City Clerk**RECOMMENDATION:** Approve the Extension of Premises/Patio Permit**PROPOSED MOTION:** I move to approve the application for a Temporary Extension of Premises/Patio Permit submitted by POCO for an event to be held on Lower Subway Street, Bisbee, Arizona on Saturday, October 31, 2026, from 7:00pm to 11:00pm; Kelly Galligan, Applicant.**DISCUSSION:**

Ms. Kelly Galligan has requested approval of an application for a Temporary Extension of Premises/Patio Permit submitted by POCO for an event to be held on Lower Subway Street, Bisbee, Arizona on Saturday, October 31, 2026, from 7:00pm to 11:00pm; Kelly Galligan, Applicant.

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



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

DLLC USE ONLY

Job #:

Date Accepted:

LC:

License #:

TEMPORARY EXTENSION OF PREMISES /PATIO PERMIT

A NON-REFUNDABLE \$100 FEE WILL APPLY

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
APPLICATION MUST BE SUBMITTED TO THE DEPARTMENT OF LIQUOR 30 DAYS PRIOR TO FIRST SCHEDULED DATE

License#: 07020032

1. Agent Name: Galligan Kelly Elizabeth
Last First Middle

2. Business Name: Poco

3. Business Location Address: [REDACTED]
Street City State Zip Code

4. Business Phone Number: [REDACTED] Contact Phone Number: [REDACTED]

5. Mailing address: [REDACTED]
Street City State Zip Code

6. Email Address: [REDACTED]

7. Specific purpose for change: Halloween Party

8a. Do you understand Arizona Liquor Laws and Regulations? ☒ Yes ☐ No

b. Does this extension bring your premises within 300 feet of a school? ☐ Yes ☒ No

Dates of the temporary extension - Must not exceed 6 months

Date	Day of the Week	Start Time	End Time
10/31/2026	Saturday	7 pm	11 pm

Must provide written notice to the Department of Liquor of any modification 10 days prior to
change/addition to scheduled Temporary Extension.

IMPORTANT- REQUIRED ATTACHEMENTS

1. **MUST SUBMIT A SECURITY PLAN** and identify security measures in order to:

- Provide for the safety of the patrons.
- Ensure no one under legal drinking age purchases, possesses, or consume alcohol.
- Prevent unauthorized removal of alcohol from the extended premises.
- Prevent unauthorized carrying of alcohol onto the extended premises.

2. **MUST ATTACH A DIAGRAM**, clearly depicting your licensed premises along with the new extended area,
If the extended area is not outlined and marked "extension" we cannot accept the application.

BARRIER

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

☐ Approval ☐ Disapproval by DLLC: _____

SIGNATURE

Declaration:

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

Signature Kelly Smith

GOVERNING BOARD

After completion, **at least 60 days BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval ☐ Disapproval

Authorized Signature

Title

Agency

Date

DLLC USE ONLY

Investigations: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

SECURITY PLAN FOR EXTENSION OF PREMISES

Halloween Party, October 31, 2026

1. The perimeter of our event will be lined with orange safety barrier fencing.
2. Two people who have taken the TIPS certification class for liquor sales will be at the entrance to the event to ask for and examine identification from any event goers who would like to have a wristband, which is needed to purchase beer or wine. Verification of 21+ will be required for a wristband.
3. The bartender (also TIPS certified) will only sell beer or wine to customers with wristbands.
4. Our event staff will ensure that no liquor enters or leaves the premises.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **October 6, 2026**☒ Regular ☐ Special**DATE ACTION SUBMITTED:** September 23, 2026**REGULAR** ☐**CONSENT** ☒**TYPE OF ACTION:****RESOLUTION** ☐**ORDINANCE** ☐**FORMAL ACTION** ☒**OTHER** ☐**SUBJECT:** Approval of the Recommendation from the Bisbee Arts Commission to Fund a Sponsorship Application for Central School Project in the amount of \$850.00 from the Bisbee Arts Commission Fund.**FROM:** Nina Williams, Acting City Clerk**RECOMMENDATION:** Approve**PROPOSED MOTION:** I move to approve the funding of the Sponsorship application for Central School Project in the amount of \$850.00 from the Bisbee Arts Commission Fund.**DISCUSSION:**

At the September 14, 2026, meeting of the Bisbee Arts Commission, the Commission unanimously approved a recommendation to the City Council to fund \$850.00 of Central School Project's "2026 Bisbee Plein Air Festival and Competition".

FISCAL IMPACT: \$850.00**DEPARTMENT LINE-ITEM ACCOUNT:** 42-40-10530**BALANCE IN LINE ITEM IF APPROVED:** \$3,150.00**Prepared by:**Nina Williams,
Acting City Clerk**Reviewed by:**Ashlee Coronado,
City Manager



2026 Bisbee Plein Air Festival and Competition

Applicant: Laurie McKenna, Executive Director, Central School Project

Bisbee Arts Commission Application for Funding Request for Sponsorship: \$850

Budget Allocation: printing, graphic design, advertising, gallery supplies

Project Overview & Description

Dates & Location:

Thursday, October 8 – Sunday, October 11, 2026

Central School Project, 43 Howell Ave, Bisbee, AZ

The Bisbee Plein Air Festival is a longstanding tradition in our City and Central School Project is proud to maintain its continuity and goodwill. This event brings artists, locals, visitors from afar, and merchants together. Artists painting on the streets and canyons

of Bisbee creates a bridge between artists and visitors in town, creating a shared appreciation for this beautiful, special place. Central School Project is proud to promote Bisbee as an arts destination. We are also proud to be known as an open, accessible, and friendly competition for artists at all levels of practice.

Community Partnerships & Collaborations

We prioritize collaboration across our community:

- **Copper Queen Library:** Supports the festival by inviting artists to paint from their balconies, offering a challenging yet dynamic vantage point.
- **Local Hotel Sponsors:** Partnered with local hotel owners to offer discounts promoted directly to registrants and visiting art lovers. Three hotels are participating as sponsors in this pilot program, with **The Object Hotel** assisting with accommodations for out-of-town jurors.
- **Bisbee Mining & Historical Museum:** Each registered artist will receive one free admission to view the community-based exhibit, *"Impressions of the Desert – The Art of Effie Anderson Smith"* (one of Arizona's earliest female desert landscape artists).

Economic Impact & Reach

Because this is a multi-day festival, its economic impact on Bisbee is significant:

- **73% of registrants** travel from out of town, often accompanied by spouses or family members.
- **Broad Outreach:** We actively recruit from regional artist networks, including the *Huachuca Arts Association*, *Sonoran Desert Painters*, and *Tucson Plein Air Painting Group*, as well as targeted promotions across in New Mexico, East Texas, and California.

The Bisbee Plein Air Festival has a loyal local and non-local following. It is fun, welcoming, and stress-free. First-time participants feel included and supported while learning from fellow artists.

- **Past Attendance:** Our 2025 festival saw fantastic turnouts, drawing over **300 attendees** to the Wet Paint Sale and Awards Ceremony.

Outreach & Publicity Strategy

1. **National Media:** Featured listing in *Plein Air Magazine* under the 2026 Festival and Competitions section.
2. **Local Advertising:** Paid advertisement in the *Bisbee Observer*.
3. **Social Media Engagement:**
 - o **1,300 Followers** on the Bisbee Plein Air Facebook page (+300 increase since 2025).
 - o **1,800 Followers** on the Central School Project page (+100 increase).
4. **Targeted Digital Marketing:** Expanded social media ad targeting toward Tucson, Pima Community College, and the University of Arizona.

Festival Logistics & Goals

Event Details

- **Dates:** Thursday – Sunday, October 8–11, 2026
- **Canvas Stamping Location:** Redbone (Downtown on Subway Street)
- **Registration Goal:** 95–100 artists

2026 Event Goals

- Partner with the **Arizona Plein Air Painters Group** and **Sonoran Desert Painters** to source a 3-juror pool and host a workshop.
- Secure sponsorship from **Michaels Art Supply** for artist door prizes.
- Host an **Orientation Gathering** on opening night.
- Present a **Juror's Show Opening** on Friday evening.
- Extend the **Wet Paint Show** timeline by 2 hours (open until 8:00 PM).
- Host a casual **Critique Session** with artists and jurors on Sunday morning.
- Hold a relaxed **Sketching & Painting Event** in Grassy Park led by Sam Woolcott, allowing the public to interact with artists.
- Host a **Nocturne Painting Session** downtown on Subway Street.

BUDGET Central School Project Bisbee Plein Air Festival

Funds from BAC will go towards graphic design, gallery supplies, printing, and advertising.

2026 Plein Air Festival Budget	
Plein Air Expenses - In person	Budget
Advertising magazine, newspaper	240
Graphic Design	480
Printing	360
Prize Money	850
Admin Supplies	30
Ribbon prizes- hand made	150
Eventbrite Fees	160
Artists commission 65%	2500
Reception supplies, hanging supplies	280
Juror Lodging	0
Jurors honorariums	450
TOTAL	5500
Projected Income	
Bisbee Arts Commission	850
Bisbee Foundation	750
Registration	2,200
Donations	400
Art Sales CSP commission 35%	1300
TOTAL	5500
IKS 150 HOURS @ 20.00 per hour	3,000

- Funds must be used solely for costs directly related to the proposed project.
- **Eligible Project Types:** Visual Arts, Performing Arts, Film and Video, Arts Education and Arts Promotion (e.g., events promoting the Bisbee Arts Community such as studio tours)
- **Ineligible Uses** (*Grant funds may not be used for*): Projects occurring outside Bisbee, Virtual-only programming (hybrid in-person/virtual is allowed), Permanent public art or infrastructure, Construction or renovation, Fundraising activities, Re-granting funds, and Applicants who have failed to submit a required Final Report from a prior grant.

Notification Process & Expectations

- Applicants will be notified of funding decisions at the Arts Commission meeting.
- Funded projects must:
 - Clearly acknowledge the Bisbee Arts Commission as a sponsor in printed materials and / or verbal announcements.
 - Be completed within one (1) year of the award date.
- A Final Report is required and must include:
 - Project Summary
 - Detailed Final Budget overview
 - Photos and/or documentation
- The Final Report must be submitted within sixty (60) days of project completion.
- Failure to submit a Final Report will result in ineligibility for future funding.

Assurances & Acknowledgements

By signing, the applicant agrees:

- All information provided is accurate and truthful.
- To comply with all program requirements and conditions.
- To complete the project within one (1) year of award.
- To use funds only for the approved purpose.
- To return any unused or improperly used Funds to the Bisbee Arts Commission.
- That program terms may be updated with City Approval.

Applicant Name: Laurie M McKenna, Executive Director

Applicant Signature: [Signature] Date: 8/19/2026

If the spaces provided below are insufficient, please provide responses on a separate sheet of paper and attach it to your application packet.

CITY OF BISBEE ARTS COMMISSION GRANT/SPONSORSHIP APPLICATION

☐ GRANT FUNDING APPLICATION - OR - ☐ SPONSORSHIP FUNDING APPLICATION

Applicant Name: Laurie McKenna, Executive Director, Central School Project

Address: PO Drawer H, 43 Howell Ave

City: Bisbee State: AZ Zip: 85603

Applicant Background / Bio / Resume / Statement: Central School Project

Arts nonprofit in Bisbee founded in 1985
central school project.org

Applicant Purpose or Mission Statement:

Central School Projects three-fold mission is: provide affordable studio space to artists; historically preserve the 1905 facility; and foster the arts in our community.

Amount Requested: 850.00

Project Summary (Include a statement explaining your artistic vision, and how the project will be displayed or completed, where the project will be held or displayed):

Bisbee Plein Air Festival is a long running arts event and competition. Central School Project members plan and run this 4 day art event that brings artists and art lovers to the city of Bisbee

Project Objectives & Timeline (Provide a statement including project goals and timelines):

Oct 8 - 11, 2026

see additional document for details & plans

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **October 6, 2026**☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 23, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

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

PROPOSED MOTION: I move to approve the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

DISCUSSION:

At the September 15, 2026, City Council meeting, this item was tabled pending resolution of Bisbee Pride's corporate standing with the Arizona Corporation Commission. The requested documentation confirming Bisbee Pride's corporate standing has now been provided

Rainbow Alliance of Southeastern AZ (dba Bisbee Pride Inc.) has submitted a Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

Refundable Deposit of \$50.00 and vendor fees not waived.

FISCAL IMPACT: \$451.14 (waiver of fees requested)**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

AUG 19 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:

53-26

**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: August 18, 2026

Name and Title (If Applicable): Ramon M Garcia, President & CEO

Organization Name (If Applicable): Rainbow Alliance of Southeastern AZ (dba Bisbee Pride, Inc.)

Applicant or Organization Mailing Address

Phone: Contact Name and Phone # during event

Email Address

☒ 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: Festival of Lights

Expected Attendance: 300+

Event Date(s): 11/27/26

Start Time: 8:00 am

End Time: 10:00 pm

Event Location and Address: Lower Vista 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):

The 35th Annual Festival of Lights will be held with vendors at Lower Vista Park. aiver of fees requested.

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	x 3 per Parks Staff.			
☐	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. x 5				
☐	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%;">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					

#53-24

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 RMG DATE: 08/18/2026

FOR CITY USE ONLY

Police Department Approval



Yes



No

Initials

Jay Ritchie

08/20/26

Date

Remarks

Public Works Approval



Yes



No

Initials

Matthew Gurney

08/20/26

Date

Remarks

Fire Department Approval



Yes



No

Initials

Kevin Pacheco

08/21/26

Date

Remarks

COUNCIL ACTION: Approve ☐ Deny ☐

Mayor's Signature

Date

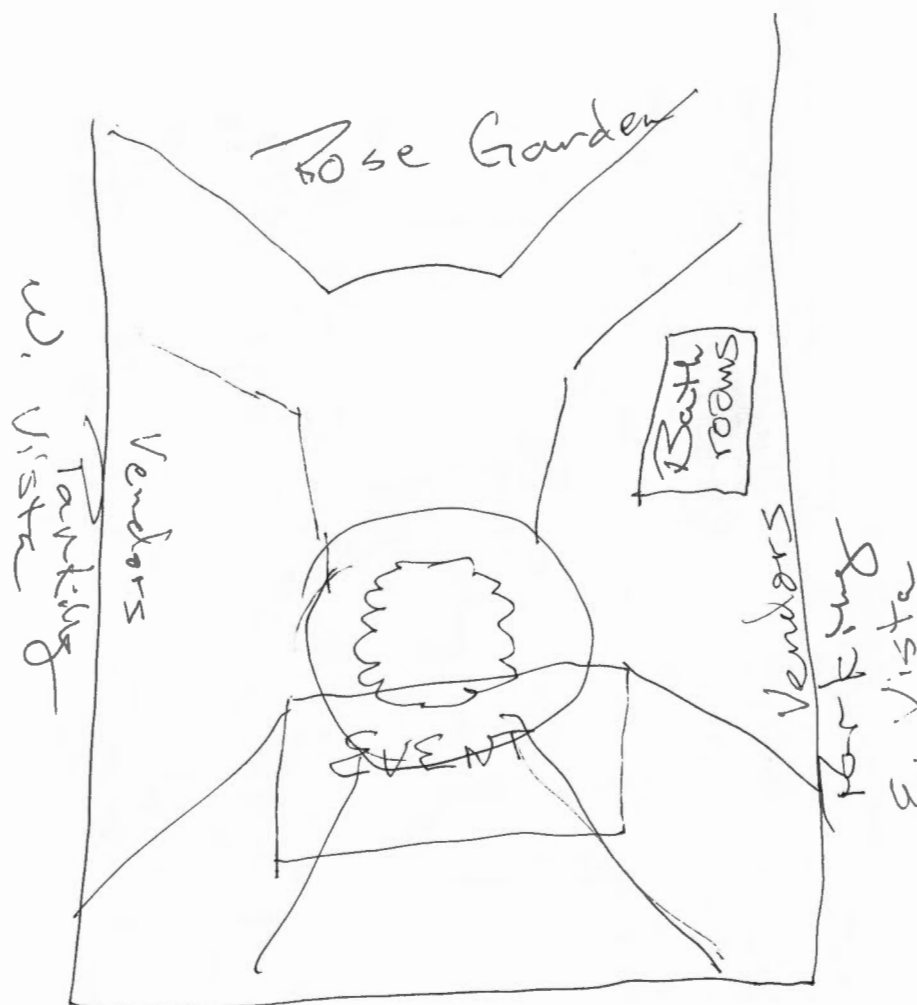
With conditions as noted:

Jim Richardson

Jim Richardson (Aug 24, 2026 09:30:43 PDT)

Julie Dolk

Julie Dolk (Aug 24, 2026 09:50:38 PDT)



Need 5 parking spaces on each side

NOTE:

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

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

PARK, FACILITY AND SPECIAL EVENT FEES

☒	SPECIAL EVENT PROMOTER (PER-DAY)	\$41.14
☒	SPECIAL EVENT VENDOR (PER-DAY)	\$6.24
☒	POLICE OFFICER / PERSONNEL / POLICE UNIT	\$40.00 per day, per vehicle +employee OT rate and ERE's
☐	PERMIT FEE NON-COMMERCIAL	\$25.00
☐	PERMIT FEE COMMERCIAL	\$120.00
☒	REFUNDABLE DEPOSIT	\$50.00
☐	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
☐	WATER ACCESS-PARKS	\$25.00
☒	ELECTRICITY ACCESS- PARKS	\$25.00
☐	ELECTRICITY ACCESS BANDSHELL (CITY PARK)	\$75.00
☐	PARKS-PUBLIC WORKS PERSONNEL	\$30.00/HR. PER PERSON
☒	DUMPSTER 1 DAY	\$150.00 EACH
☐	DUMPSTER PICK UP AFTER HOURS	\$125.00 EACH
☐	DUMPSTER PICK UP HOLIDAY & WEEKENDS	\$125.00 EACH
☐	TRASH CART RENTAL	\$25.00 EACH
☒	"NO PARKING" SIGNS	\$5.00 PER SIGN <i>x 5</i>
☐	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)

08/28/2026

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 The Rabey Agency 954 Hwy 92 Bisbee, AZ 85603	CONTACT NAME: Tina Rabey	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 520-432-3457	E-MAIL ADDRESS: trabey@therabeyagency.com	
INSURED Bisbee Pride 105 Park Ave Bisbee, AZ 85603	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Insurance Co's		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 ☐ PROJECT ☐ LOC OTHER:			EV116823	12/07/2025	12/07/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 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)

Festival of Lights - Vista Park, vendors, kids activities, santa

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 Ernestina Rabey

© 1988-2016 ACORD CORPORATION. All rights reserved.

**FESTIVAL OF LIGHTS
FEE SCHEDULE**

November 27, 2026

(Permit #53-26)

Permit Fee	\$ 120.00
Parks Personnel (\$30/hr) x 3	\$ 90.00
Electricity	\$ 25.00
“No Parking” Signs (\$5.00 x 5 ea) (3 by Bathrooms and 2 Across)	\$ 25.00
Special Event License	\$ 41.14
Dumpster	<u>\$150.00</u>
TOTAL	\$ 451.14
Deposit (Refundable)	\$ 50.00
GRAND TOTAL	\$ 501.14

**VENDOR FEES TO BE PAID TO CITY AFTER EVENT
\$6.24/VENDOR. (NOT TO BE WAIVED)**

DEPOSIT AND VENDOR FEES NOT TO BE WAIVED.

Request Waiver of Fees

Bisbee Pride, Inc.

(Special Executive Board Meeting Minutes: August 20, 2026)

Board Members:

Present: Ramon Garcia, President & CEO; Lisa Crochet, Vice-President; Parviz Rey Barati, Treasurer; Jessica Perez, Secretary (acting)

Quorum present? Yes

Proceedings:

- Meeting called to order at 5:05pm by President, Ramon Garcia.

Discussion and action on 2026 Festival of Lights, Date for this year's FOL is November 27, 2026. Discussion of potential activities, Discussion of Santa Claus invite, Discussion of pros and cons of venue, Discussion and approval of permit application to the City. Discussion and approval of sponsorship requests. Discussion of times and schedule.

Meeting adjourned by Ramon at 6:15p.m.

Minutes submitted by Rey Barati.

Bisbee Pride, Inc.

(Special Executive Board Meeting Minutes: August 20, 2026)

Board Members:

Present: Ramon Garcia, President & CEO; Lisa Crochet, Vice-President; Parviz Rey Barati, Treasurer; Jessica Perez, Secretary (acting)

Quorum present? Yes

Proceedings:

- Meeting called to order at 5:05pm by President, Ramon Garcia.

Discussion and approval for 2026 Festival of Lights, Date for this year's FOL is November 27, 2026. Discussion of potential activities, Discussion of Santa Claus invite, Discussion of pros and cons of venue, Discussion and approval of permit application to the City. Discussion and approval of sponsorship requests. Discussion of times and schedule.

Meeting adjourned by Ramon at 6:15p.m.

Minutes submitted by Rey Barati.

Nina Williams

From: Ramon Garcia [REDACTED]
Sent: Tuesday, September 15, 2026 10:47 PM
To: Nina Williams
Subject: Fwd: Approval of Annual Report - BISBEE PRIDE INC
Attachments: Annual Report.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Caution! This message was sent from outside your organization.

----- Forwarded message -----

From: Arizona Corporation Commission <noreply@azcc.gov>
Date: Tue, Sep 15, 2026 at 10:45 PM
Subject: Approval of Annual Report - BISBEE PRIDE INC
To: [REDACTED]

Dear BISBEE PRIDE INC,

Congratulations! We are pleased to notify you that the **Annual Report** for **BISBEE PRIDE INC**, has been approved and filed with the Arizona Corporation Commission. You may now view your filing's details by logging into your dashboard at <https://arizonabusinesscenter.azcc.gov/>

Business Name: BISBEE PRIDE INC
Business ID: 19466590
Approval Date: 09/15/2026
Work Order Number: 202609150316743

The Corporations Division strongly encourages you to monitor your business filings and opt-in to filing alerts at <https://arizonabusinesscenter.azcc.gov/>. If you have questions, please contact the Corporations Division at [602-542-3026](tel:602-542-3026) or by email at answers@azcc.gov.

Sincerely,

Corporations Division
[1300 W. Washington Street](#)
[Phoenix, AZ 85007-2996](#)

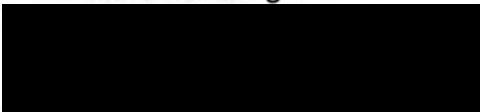


(Note: This email has been sent by an automated process. Please do not reply to it.)

--

Ramon

Ramon M Garcia
Garcia consulting

A solid black rectangular box used to redact information, likely a phone number or email address.



Corporations Division

Electronically Filed
Business ID: 19466590
Filing Number: 09152610449713
Filing Date: 09/15/2026
Effective Date: 09/15/2026

ANNUAL REPORT (2026) OF DOMESTIC NONPROFIT CORPORATION

BUSINESS INFORMATION

Business Name: BISBEE PRIDE INC
Business ID: 19466590
Business Type: Domestic Nonprofit Corporation
Period of Duration: Perpetual
Character of Business: 711320-Promoters of Performing Arts, Sports, and Similar Events without Facilities
Does the corporation have stock? No

HOME OWNERS ASSOCIATION

Will the corporation be a homeowners' association, unit owners' association, or planned community association? No

STATUTORY AGENT INFORMATION

Statutory Agent Name: Ramon M Garcia
Physical Address: 105 Park Ave, BISBEE, AZ, 85603, Cochise, United States
Mailing Address: N/A

KNOWN PLACE OF BUSINESS

105 Park Ave, BISBEE, AZ, 85603, Cochise, United States

MAILING ADDRESS

105 Park Ave, BISBEE, AZ, 85603, Cochise, United States

PRINCIPAL INFORMATION *(Updated)*

Will the Corporation have Members? No

Treasurer: DOREEN EDWARDS
PO BOX 1763, BISBEE, AZ, 85603, Cochise, United States
President/CEO (Chief Executive Officer): Ramon M Garcia
105 Park Ave, BISBEE, AZ, 85603, Cochise, United States
Director: Ramona Figueroa
2087 S Barnett Road, BISBEE, AZ, 85603, Cochise, United States
Director: Vicki Black
113 B Street, BISBEE, AZ, 85603, Cochise, United States
Director: Ramona Lisa Crochet
1389 W. Cameo Street, BISBEE, AZ, 85603, Cochise, United States

CERTIFICATE OF DISCLOSURE FELONY JUDGMENT QUESTIONS



Corporations Division

Electronically Filed
Business ID: 19466590
Filing Number: 09152610449713
Filing Date: 09/15/2026
Effective Date: 09/15/2026

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten percent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:

Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? **No**

Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? **No**

Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding the signing of this certificate, involving any of the following: **No**

- The violation of fraud or registration provisions of the securities laws of that jurisdiction;
- The violation of the consumer fraud laws of that jurisdiction;
- The violation of the antitrust or restraint of trade laws of that jurisdiction?

BANKRUPTCY QUESTION

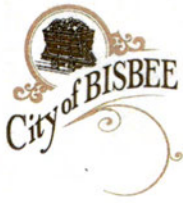
Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty percent of the issued and outstanding common shares or twenty percent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty percent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? **No**

SIGNATURE & AFFIRMATION

I affirm, under penalty of perjury, that information provided is accurate to the best of my knowledge, and that I have authority to submit this filing.

Signer certifies that all taxes have been filed.

CEO (Chief Executive Officer): Ramon M Garcia - Ramon Martin Garcia - 09/15/2026



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 6, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: October 6, 2026

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and Possible Approval of a Conservation Easement for the Camp Naco Site

FROM: Jeremy Fricke, Executive Director, Naco Heritage Alliance

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve and authorize the City to enter into the 25-year conservation easement for the historic Camp Naco site.

DISCUSSION

In October 2025, the City Council approved participation in the National Park Service's *Save America's Treasures* grant and project supporting rehabilitation work at Camp Naco. As the recipient of this grant and property owner of Camp Naco, the City is required to enter into a preservation easement as part of the terms of the grant.

The 25-year easement, developed with the Arizona State Historic Preservation Office, helps protect the significant investment already made in Camp Naco by requiring continued preservation of its historic character. Work affecting significant historic features or archaeological resources would require SHPO coordination, and reasonable public access would continue. The easement runs with the property for the duration of its term, meaning its preservation requirements would remain in place if ownership changes. It will also satisfy the preservation requirement for a recent Arizona State Parks and Trails Heritage Fund award recently awarded to Naco Heritage Alliance for continued preservation of the site's buildings.

FISCAL IMPACT: No immediate fiscal impact. Approval of the easement does not authorize any new expenditure.

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

Jeremy Fricke
Executive Director, Naco Heritage Alliance

Reviewed by:

Ashlee Coronado
City Manager

PRESERVATION EASEMENT
For a Historic Preservation Grant to a Historic Subject Property

Grant Program: National Park Service – Save Americas Treasures
Grant Project Title: Rehabilitation of Adobe Buildings at Camp Naco
Grant Project #: P25AP01866-SAT-24

Grant Program: Arizona State Parks and Trails – Heritage Fund Historic Preservation
Grant Project Title: Camp Naco Barracks A4 Preservation and Adaptive Reuse Preparation
Grant Project #: 642601

INTRODUCTION. This conservation easement agreement (hereinafter referred to as the “conservation easement”) is made the 6th day of October, 2026, between The City of Bisbee (hereafter referred to as the “PROPERTY OWNER”), The Naco Heritage Alliance (hereafter referred to as the “PARTICIPANT”), and the State Historic Preservation Office, acting on behalf of the Arizona State Parks Board (hereafter referred to as the “BOARD”), as Grantee of the conservation easement. This conservation easement is entered under 54 United States Code (U.S.C.) § 302902, Arizona Revised Statutes (“A.R.S.”) §§ 41-511.03, 41-511.05, and 33-271 through 33-276 for the purpose of preserving *Camp Naco*, a property that is important culturally, historically, and/or architecturally.

This document is comprised of 44 pages and includes:

Exhibit A -- Legal Description of the Subject Property
Exhibit B -- Baseline Documentation
Exhibit C -- Project Sponsor Agreement

1. **The Subject Property.** This document creates a conservation easement in real estate legally described in Exhibit A, attached hereto and incorporated herein by reference. The Subject Property is the site of the *Camp Naco*, located at 2118 W Newell St, Naco, AZ 85620 (hereafter referred to as the “Subject Property”). Because of its architectural, historic, archaeological and/or cultural values and significance, the Property was listed in the Arizona Register or the National Register of Historic Places on October 17, 2012.

2. **Grant of conservation easement.** In consideration of the sum of \$750,000.00 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the PROPERTY OWNER hereby grants to the BOARD a conservation easement in the Subject Property for the purpose of assuring preservation of the *Camp Naco*. This conservation easement meets the requirements of the State Parks Heritage Fund Historic Preservation grant in the sum of \$60,000.00, and shall meet the conservation easement requirements of both grant programs.

3. **Easement required for Federal grant.** This conservation easement is granted, pursuant to 54 U.S.C. § 302902 of the National Historic Preservation Act, as a condition of the eligibility of the PROPERTY OWNER for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program.

4. **Conditions of easement:**

a. *Effective date; Duration.* This conservation easement shall become effective when filed by the PROPERTY OWNER in the Office of the Recorder of Cochise County, State of Arizona, with a copy

of the recorded instrument provided to the BOARD for its conservation easement file, and is granted for a period of twenty-five (25) years commencing on its Effective Date.

- b. *Documentation of condition of the Camp Naco at time of grant of this easement.* In order to make more certain the full extent of PROPERTY OWNER's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is as attached hereto as Exhibit B and incorporated herein by reference. The PROPERTY OWNER has provided to the BOARD architectural drawings of the Subject Property. BOARD and/or the PROPERTY OWNER personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The PROPERTY OWNER agrees that the nature and condition of the Subject Property on the date of execution of this conservation easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this conservation easement in the BOARD's file for the Subject Property.
- c. *Duty to maintain the Subject Property.* The PROPERTY OWNER agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the duration of this conservation easement.
- d. *Restrictions on activities that would affect historically significant components of the Subject Property.* The PROPERTY OWNER agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the BOARD affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- e. *Restrictions on activities that would affect archeological resources.* The PROPERTY OWNER agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the BOARD affirming that such work will meet The Secretary of the Interior's applicable "*Standards for Archeology and Historic Preservation*".
- f. *Maintenance of recovered materials.* The PROPERTY OWNER agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- g. *Public access.* The PROPERTY OWNER agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the BOARD. At the option of the PROPERTY OWNER, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this

conservation easement prohibits a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area of the Subject Property.

- h. Right to inspect.* The PROPERTY OWNER agrees that the BOARD, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property they shall be granted access to the Subject Property with no prior notice.
- i. Anti-discrimination.* The PROPERTY OWNER shall comply with all applicable federal and state nondiscrimination laws in the administration, operation, and public use of the Subject Property, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*); and the applicable provisions of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*). No person shall, on the basis of race, color, national origin, disability, or age, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program, activity, or public-access arrangement conducted at the Subject Property and subject to these laws. In providing public access under this Easement, the PROPERTY OWNER shall provide qualified individuals with disabilities reasonable accommodations, reasonable modifications, and appropriate auxiliary aids and services when required by applicable law, in consultation with the BOARD.
- j. Easement shall run with the land; conditions on conveyance.* This conservation easement shall run with the land and be binding on the PROPERTY OWNER, its successors, and assigns. The PROPERTY OWNER agrees to insert an appropriate reference to this conservation easement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.

The PROPERTY OWNER agrees to provide timely notice to the BOARD of the sale or transfer of the property, and to provide the new owner or occupant with a copy of this Easement.

- k. Casualty Damage or Destruction.* In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the PROPERTY OWNER shall notify the BOARD in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the PROPERTY OWNER without the BOARD's prior written approval indicating that the proposed work will meet the Standards. The BOARD shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the PROPERTY OWNER. If after reviewing the condition of the Subject Property, the BOARD determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the BOARD will notify the Keeper of the National Register in writing of the loss and, after evaluation by the Keeper of the National Register, the BOARD will notify the PROPERTY OWNER of the results of such evaluation. If the Subject Property is removed from the National Register, the BOARD will then notify the PROPERTY OWNER that this conservation easement, and the BOARD obligations hereunder, have been terminated.
- l. Enforcement.* The terms of this conservation easement are enforceable in a court of law. The BOARD shall have the right to prevent and correct violations of the terms of this conservation easement. If the BOARD, upon inspection of the Subject Property, finds what appears to be a violation of the terms of

this conservation easement, the BOARD shall have the right to enforce its terms in a court of law having jurisdiction and may seek injunctive relief to require the PROPERTY OWNER to comply with the terms of this conservation easement, monetary relief requiring repayment of all or a portion of the Federal grant funds applied to the Subject Property, or other appropriate relief. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the BOARD shall give the PROPERTY OWNER written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If damage or destruction of the Subject Property is deliberately caused by the gross negligence or other actions of the PROPERTY OWNER or successor owner, the BOARD may request the return of the all or a portion of the Federal grant funds applied to the Subject Property to the U.S. Government. If the requested funds are not voluntarily returned the BOARD or the National Park Service may institute an action in a court having jurisdiction to recover, for example, some or all of the Federal grant funds. The failure of the BOARD to discover a violation or to take immediate action to correct a violation shall not bar the BOARD or the National Park Service from doing so at a later time.

PROPERTY OWNER agrees to indemnify, release and hold harmless the BOARD, its employees, officers, agents and assignees from any costs, claims, damages, reimbursements, or payments related to this Easement.

- m. Severability.* If any part of this conservation easement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation easement does not contain the particular part held to be invalid.
- n. Amendments.* The parties may amend this conservation easement by written agreement signed by both the PROPERTY OWNER and BOARD, provided the amendment shall be consistent with the preservation purpose of this conservation easement and shall not reduce the provisions listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this conservation easement, refers expressly to this easement, and is filed with the Cochise County Recorder.
- o. Notice.* This instrument reflects the entire agreement of PROPERTY OWNER, PARTICIPANT, and BOARD regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

In witness whereof, PROPERTY OWNER, PARTICIPANT, and BOARD have set their hands under seal on the days and year set forth below.

PROPERTY OWNER

ACKNOWLEDGMENT BY PROPERTY OWNER

Signature

State of Arizona _____)
County of _____)

Print Name

The foregoing instrument was
acknowledged before me this _____
day of _____, _____ by

Title

Property Owner

Date

Notary Public
(Seal)

PARTICIPANT

ACKNOWLEDGMENT BY PARTICIPANT

Signature

State of Arizona _____)
County of _____)

Print Name

The foregoing instrument was
acknowledged before me this _____
day of _____, _____ by

Title

Participant

Date

Notary Public
(Seal)

ARIZONA STATE PARKS BOARD

ACKNOWLEDGMENT BY BOARD

Signature

State of Arizona _____)
County of _____)

Print Name

The foregoing instrument was
acknowledged before me this _____
day of _____, _____ by

Title

Arizona State Parks Board

Date

Notary Public
(Seal)

EXHIBIT A TO THE CONSERVATION AGREEMENT
Legal description of the Subject Property

PARCEL I:

All of Block 34, NACO TOWNSITE, according to Book 1 of Maps, page 138, records of Cochise County, Arizona;

EXCEPT that portion more particularly described as follows:

That portion of the South half of Section 18, Township 24 South, Range 24 East, G. & S. R. B. & M. also being a portion of NACO TOWNSITE, Cochise County, Arizona, as recorded in Book 1 of Maps and Plats, page 138, Cochise County Recorder's office and more particularly described as follows:

Commencing at the Southwest corner of Block 66 of said NACO TOWNSITE;

Thence West, parallel with the South line of Block 66, a distance of 80.00 feet to a point on the East line of Block 34 of said NACO TOWNSITE, said point being the TRUE POINT OF BEGINNING;

Thence South along the East line of Block 34, a distance of 75.00 feet;

Thence West, parallel with the North line of Block 35, a distance of 142.3 feet +/- to a point on the West line of Block 34;

Thence North, parallel with the East line of Block 34, a distance of 75.00 feet;

Thence East a distance of 142.3 feet +/- to a point on the East line of Block 34, said point being the TRUE POINT OF BEGINNING.

PARCEL II:

Lots 100 through 123 inclusive, Block 35, NACO TOWNSITE, according to Book 1 of Maps, page 138, records of Cochise County, Arizona.

PARCEL III:

Lots 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121 and 123, Block 36, NACO TOWNSITE, according to Book 1 of Maps, page 138, records of Cochise County, Arizona;

EXCEPT the East 80 feet of lots 101, 103 and 105.

PARCEL IV:

Lots 21 thru 41, inclusive, Block 65; and

Lots 1 thru 40, inclusive, Block 66; and

Lots 1 thru 19, inclusive, Block 67; and

A 20-foot public alley in Block 66; and

A 20 foot public alley coincident with the South line of Block 67; and

That portion of "A" Street bounded on the North by the South right-of-way line of Seventh Street and on the South by the North right-of-way line of Newell Street, also known as Sixth Street lying between Block 66 and Block 67, as abandoned by Resolution No. 91-42 that recorded in Document No. 9109-17530; and

That portion of said Jacobo Place, BEGINNING at the Northwest corner of Lot 41 of Block 65 of said Naco Townsite;

thence South along the West boundary of said Block 65, a distance of 600.00 feet to the Southwest corner of Lot 21 of said Block 65;

thence West, a distance of 100.00 feet to the Southeast corner of Lot 39 of Block 66 of said Naco Townsite;

thence North along the East boundary of said Block 66, a distance of 600.00 feet to the Northeast corner of Lot 1 of said Block 66;

thence East, a distance of 100.00 feet to the POINT OF BEGINNING;

All in NACO TOWNSITE according to Book 1 of Maps, page 138, records of Cochise County, Arizona.

EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT

Baseline Documentation **Camp Naco Historic District, Naco, AZ**

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of *Camp Naco Historic District*. Current photo documentation and the narrative of the National Register nomination must be attached to the baseline documentation.

Significant Character Defining Interior Spaces and Features

- Four-room rectangular plans in the Officers' Residences
- Square, four-room plans in the Non-Commissioned Officers' Residences
- Wood floors in the Officers' and Non-Commissioned Officers' Residences, where extant
- Poured concrete floors in the barracks buildings
- Fireplaces, including fireplaces in the Officers' Residences and the Recreation Building (A-5)
- Historic paneled wood doors and wood-framed windows

Significant Character Defining Exterior Spaces and Features

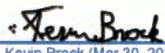
- Stuccoed adobe walls
- Gable roof forms with wood-sided gable ends and open/exposed eaves
- Historic wood-framed windows with concrete sills
- Historic wood doors and door openings
- Integrated and screened porches, including courtyard-facing porches, where extant
- Fired-brick chimneys
- The two quadrangles of barracks arranged around common central courtyards
- Historic grouping of buildings by function and their orientation toward the central areas of the camp
- Contributing water tower

EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT

Project Sponsor Agreement – Included on Following Page

Arizona State Parks
1110 W Washington St, Phoenix, AZ 85007
PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and the Naco Heritage Alliance (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: Camp Naco Barracks A4 Preservation and Adaptive Reuse Preparation		PROJECT NUMBER: ASPT #: 642601	
THIRD PARTY PARTICIPANT'S NAME: City of Bisbee		FY OF REVENUE: 2026	
PROJECT PERIOD: All expenses and match to be submitted prior to <u>12/31/2028</u>			
GRANT PROGRAM: Heritage Fund Historic Preservation	GRANT AMOUNT: \$60,000.00	PARTICIPANT MATCH: \$186,935.00	TOTAL PROJECT COST: \$246,935.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A & B			
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: ARS § 41-501-504 RESOLUTION: 001			
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD:  _____ Signature Kevin Brock Assistant Director Mar 30, 2026 _____ Date			
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.  _____ Jeremy Fricke, Executive Director Mar 30, 202 _____ Date		PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional) _____ Attorney's Signature _____ Date	

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this agreement.

**Arizona State Parks
PROJECT SPONSOR AGREEMENT**

**Attachment A
Approved Project Scope and Special Conditions**

PROJECT SPONSOR: Camp Naco Heritage Alliance

PROJECT TITLE: Camp Naco Barracks A4 Preservation and Adaptive Reuse Preparation

PROJECT NUMBER: 642601

PROJECT DESCRIPTION:

This project proposes completion of gray shell construction for Barracks A4, at Camp Naco in Cochise County, Arizona. Grant funds will be used to complete essential preservation and construction work to stabilize and enclose Barracks A4, a contributing structure within the historic district and a representative example of early 20th-century adobe military construction. Scope of work includes structural reinforcement, adobe wall stabilization and repair, exterior envelope improvements, roofing, doors and windows, and related systems necessary to achieve a weather-tight gray shell. This action is proposed to prevent further deterioration of an exposed adobe structure and advance a phased preservation strategy for the Camp Naco complex.

APPROVED PROJECT SCOPE:

Personnel	\$35,737.00
Construction	\$211,198.00
Total	\$246,935.00

DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH

A minimum 40% match is required for this project. Naco Heritage Alliance will provide up to \$186,935.00 in personnel, and construction as match for this project.

SPECIAL CONDITIONS:

The administration of this grant Participant Agreement is also subject to the contents of the Administrative Guidelines for Awarded Grants published by Arizona State Parks.

Actual project work must begin within 6 months of the fully executed Participant Agreement; construction must begin within 18 months of the fully executed Participant Agreement.

Preliminary design plans, conceptual drawings, and/or construction documents must indicate the project complies with the Secretary of Interior's Standards for Preservation. Onsite work may not proceed until such documentation is submitted for review by the SHPO and subsequently accepted by the Grant Program Coordinator.

The *Secretary of the Interior's Standards for Rehabilitation (Standards)* must be followed for all Heritage Preservation Grant projects (<https://www.nps.gov/tps/standards/rehabilitation.htm>). A final summary report and project "after" photos (if applicable) must be submitted with the required closure documentation.

A. Grant funding has been awarded based on preliminary review of the proposed rehabilitation. Selected grant recipients shall submit documentation to the State Historic Preservation Office for review and concurrence with a Finding of “no adverse effect” for the proposed rehabilitation work, prior to commencing with construction. The review submission shall include:

1. A narrative Scope of Work, specifically describing scope elements that will have an effect on the character-defining features of the property.
2. Design (or construction) drawings with a sufficient level of detail to understand the impact of the proposed rehabilitation work on the historic character of the property. If the information does not provide enough detail to understand the extent of the rehabilitation, additional information may be requested to complete the SHPO review.
3. Photographs of the existing condition of the historic property. The photos shall include exterior elevations of all sides of the building and all areas of proposed rehabilitation work, both interior and exterior.
4. The SHPO review documentation shall be submitted electronically to azshpo@azstateparks.gov.

Detailed status quarterly reporting in ASPT’s on-line system is required. Failure to provide these reports will result in reimbursements being delayed and new project agreements may not be approved. It also may result in project funds being withdrawn. (End of March, June, September and December).

Detailed Financial reports (Claims) in ASPT’s on-line system are required at a minimum of every 6 months. Failure to provide these reports may result in a withdrawal (cancellation) of the project.

See the General Provisions – Attachment B

OTHER CONDITIONS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Allocated project funds can only be expended on the designated scope items. Any changes to the scope of work prior to, or during construction, shall be submitted prior to the implementation of the revised work for SHPO review and concurrence.

At the completion of the project, a SHPO representative will visit the property to ensure that all work completed has been performed in accordance with the Standards. If changes have been made without SHPO review, and these changes have been deemed to result in a loss of integrity to the property, grant funds may be withheld.

If any archeological remains are encountered during project related ground disturbance, work will cease in the area of the discovery and the participant will inform the Director of the Arizona State Museum

pursuant to A.R.S. 41-844. The participant will then inform the Chief of Grant and Trails of the discovery to determine any further action that may be necessary.

Project costs above 10% of any line item must be approved by park staff prior to submitting that reimbursement.

Arizona State Parks and Trails
GRANT PROJECT SPONSOR AGREEMENT
Attachment B
General Conditions Applicable to Project Grants

This Agreement applies to grants for projects awarded pursuant to the Off-Highway Vehicle Program, the Recreational Trails Program, Heritage Fund Program and State Lake Improvement Fund Program.

PART I – DEFINITIONS

For purposes of this Agreement:

- A. “Agreement” means the Grant Project Sponsor Agreement and its attachments.
- B. “AORCC” is the Arizona Outdoor Recreation Coordinating Committee. Together, AORCC and the Board are “the Parties.”
- C. “BOARD” means the Arizona State Parks BOARD. Together, AORCC and the Board are “the Parties.”
- D. “Conversion” means the replacement of grant-funded facilities with new facilities that are of reasonably equivalent usefulness and location as the original.
- E. “Eligible Costs” mean direct costs attributed to the project grant program, such as: 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; and 5) direct services furnished specifically for the grant program by other agencies. These costs are identified by the PROJECT SPONSOR in the Estimated Project Cost Sheet that is submitted with the Certified Application Form and application packet. The costs are then approved by the BOARD or by an amendment to this Project Agreement. Generally, eligible costs are identified in the applicable grant manual.
- F. “Facilities” mean capital improvements.
- G. “Fund” means either the Federal Recreational Trails Program, the State Heritage Fund, the State Off-highway Vehicle Fund, or the State Lake Improvement Fund depending on the type of Grant program identified in the agreement.
- H. “Guidelines” mean the Administrative Guidelines for Awarded Grants and any other applicable program directives adopted by the BOARD.
- I. “Ineligible Costs” are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the project.
- J. “Match” includes cash, in-kind contributions, or donations, including volunteer time or materials contributed to the project with no intention of reimbursement.
- K. “Obsolescence” means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PROJECT SPONSOR receives a waiver of the replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PROJECT SPONSOR may request a waiver of repayment or replacement requirements in writing. A determination of obsolescence may be made at the sole discretion of the BOARD.
- L. “PROJECT SPONSOR” means an eligible applicant that has been awarded a grant to develop a project or coordinate an education program.
- M. “Project” means the sum of the activities identified with specific costs in the grant application packet that are eligible under the referenced grant application manual and have been approved by the BOARD.
- N. “Project Period” means the period of time during which all approved work and related expenditures associated with development of the project are to be completed by the PROJECT SPONSOR.
- O. “Repayment” means returning grant money to the Fund in the event the PROJECT SPONSOR expends advanced funds for ineligible costs or fails to expend the advanced funds for eligible project costs during the term of this grant.
- P. “Sub-contract” means an Agreement/contract between the PROJECT SPONSOR and another individual or entity whereby labor, work, services, or other responsibilities are supplied or performed in furtherance

of the PROJECT SPONSOR'S responsibilities under this Agreement

Q. "Term of Public Use" means the time required for public use. The Term of Public Use of the grant-assisted facilities must be at least:

1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
2. Facilities (real property): 25 years
3. Land: 99 years unless obsolescence applies. The Term of Public Use will begin on the date of completion identified in the Completion Certification Letter.

PART II – PERFORMANCE

A. ADMINISTRATION

1. Conditions - This Agreement is subject to the availability of grant funds and appropriate approvals, and is subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, the Arizona Administrative Code, other acts of the Arizona Legislature, executive orders of the Governor, and the decisions and policies of the BOARD.
2. Incorporation of Application, Grant Manual, and Administrative Guidelines - The following documents are incorporated by reference into this agreement: The PROJECT SPONSOR'S grant application packet; the applicable grant manual; and the most recent revision of the Administrative Guidelines for Awarded Grants. In the event of a conflict or ambiguity, the terms of this Agreement and Attachments A and B to this Agreement must take precedence.
3. Use of Grant Funds - Awarded grant funds must be used solely for eligible purposes of the funding program, as defined by statute and as approved by the BOARD.
4. Transfer of Grant Funds - Awarded grant funds will be transferred to the PROJECT SPONSOR according to the terms of this Agreement. Staff will not process reimbursements requests for less than \$1,000 unless it is the final request.
5. Grant Retention - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PROJECT SPONSOR in writing that the project is officially closed and completed.
6. Grant Accountability - Grant funds must be managed separately within the PROJECT SPONSOR'S accounting system that identifies the name and number of this project. The funds must only be expended as authorized under the terms of this Agreement.
7. Accomplishment of Project - The project must be accomplished according to the terms of this Agreement and applicable State laws.
8. Amendments - This Agreement may be amended in writing by the Parties of the Agreement upon written request of the PROJECT SPONSOR, good cause shown, and approval by the BOARD. Eligible amendments include adjustments to the project period, funding amount, or minor changes to the scope items.
9. Use of Project - Project accomplishments must be open or available to the public as specified in the Term of Public Use. If the grant funded capital improvements are not maintained and kept open for public use for the term specified in the Term of Public Use, the PROJECT SPONSOR must refund to the BOARD the awarded grant amount within six (6) months of the date the improvements are no longer maintained or kept open for public use, unless the BOARD agrees that obsolescence or conversion is appropriate.
10. Special Conditions - Special conditions to this agreement are binding upon and inure to the benefit of the successors and assigns of each of the Parties to this agreement. Breach of any condition will be enforceable by any remedies available under applicable Federal or State law.
11. Conversion - No land or facilities acquired or developed with State assistance will, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD will approve such conversion only if it finds the replacement property to be in accord with the current grant statute. Conversions will require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location, and concurrence of the landowner. The replacement property will then become subject to this agreement. In lieu of conversion, the PROJECT SPONSOR may apply for a declaration of obsolescence. In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised may be approved. The PROJECT SPONSOR must notify the BOARD of the conversion as soon as possible and seek approval of replacement property in accord with the conditions set forth in this

agreement. The PROJECT SPONSOR must accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD; and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period will be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design and engineering costs must not exceed 10% of the approved grant award.

C. ACQUISITION

Values of property purchased with grant assistance must be appraised by an appraiser with active State certifications according to the Uniform Standards of Professional Appraisal Practice. This appraisal must be prepared within one year prior to the acquisition. Grant participation must be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

D. CARE AND DISPOSITION OF EQUIPMENT

Equipment purchased with grant funds to develop a project may remain in the possession of the PROJECT SPONSOR for as long as the equipment is being used for eligible project work, at the sole discretion of State Parks. State Parks reserves the right to claim equipment purchased under this Agreement when it is no longer being used for the purpose for which it was purchased.

E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish the project must incorporate by reference, in each sub-contract, the provisions of this Agreement. The PROJECT SPONSOR bears full responsibility for acceptable performance under each sub-contract.
2. The PROJECT SPONSOR must pay when due any claim of a sub-contractor, employee, independent contractor, or any other employed individual performing the approved work for services pursuant to this Agreement.
3. Any sub-contract for employment by the PROJECT SPONSOR must be in writing and contain a provision whereby a person so employed or with whom a sub-contract has been entered acknowledges that the State of Arizona and the BOARD are not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PROJECT SPONSOR must submit a project status report not less than quarterly. The status report will include, at a minimum, the following: (a) progress toward completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PROJECT SPONSOR must consult with the BOARD, as needed, to review progress. The BOARD reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use in order to assure compliance with the terms of this agreement.
2. The PROJECT SPONSOR must certify compliance with the Project Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections will be conducted periodically at the discretion of the BOARD. The following will be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use; appearance, and maintenance.
3. The PROJECT SPONSOR must provide the Board with written consent of the landowner to conduct on-site inspections; failure to do so is a failure to keep or maintain the property for public use.

G. EARNED INTEREST ON ADVANCED FUNDS

Interest generated from funds advanced to the PROJECT SPONSOR during the project period must be used to further the purposes of the specified project. Funds advanced, but not spent to complete the project, must be returned to the BOARD at the completion of the project.

H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

With written permission from the BOARD or Arizona State Parks, the PROJECT SPONSOR may use products or publishable matter produced with grant assistance the BOARD will have nonexclusive license

to use and reproduce, without payment, such materials. The PROJECT SPONSOR must receive written permission from State Parks prior to utilizing publishable material for commercial or public purposes. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

I. FUND SOURCE RECOGNITION

The PROJECT SPONSOR must permanently and publicly acknowledge the grant program(s) that assisted project accomplishments (including, but not limited to: final documents; audio-visual recordings; photographs; plans; drawings; publications; advertisements; and project plaques). At a minimum, this acknowledgment must include the following: "This program was financed in part (or in full) by a grant from the (Federal Recreational Trails Program/State Lake Improvement Fund/ Off-highway Vehicle Fund/ or Heritage Fund) administered by the Arizona State Parks."

J. PROJECT COST VERIFICATION

The PROJECT SPONSOR must submit project expenditure documents to the BOARD or State Parks for verification or audit purposes, upon request.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PROJECT SPONSOR may transfer responsibilities under the terms of this agreement to another eligible participant, provided that approval has been granted by the BOARD in writing prior to the transfer.

PART III – COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PROJECT SPONSOR hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona.

C. APPLICABLE LAW

In accordance with A.R.S. § 51-2501, et seq, and A.A.C. R2-7-101, et seq. Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona State Procurement Code.

D. NON-DISCRIMINATION

In accordance with A.R.S. § 41-1461, et seq, Agreement shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. PROJECT SPONSOR shall comply with all applicable provisions of the Arizona Americans with Disabilities Act of 1992, A.R.S. § 41-1492, et. seq. and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. § 225 and 611), and applicable state rules and federal regulations under the Acts

E. E-VERIFY

In accordance with A.R.S. § 41-4401, PROJECT SPONSOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC section A.R.S. § 23-214, Subsection A.

F. AUDIT AND RECORDS RETENTION

In accordance with A.R.S. § 35-214, the PROJECT SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the PROJECT SPONSOR shall produce the original of any or all such records.

G. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, state or project sponsor may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating negotiating, securing, drafting or creating the Agreement on behalf of the State, at Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

H. REMEDIES

1. The BOARD may temporarily suspend grant assistance obligated to the PROJECT SPONSOR pending

required corrective action by the PROJECT SPONSOR or pending a decision to terminate the grant by the BOARD.

2. The PROJECT SPONSOR may unilaterally terminate this Agreement at any time before the first payment is made. After the initial payment, this Agreement may be terminated, modified, or amended by the PROJECT SPONSOR only by written mutual agreement of the Parties.
3. The BOARD may terminate this Agreement in whole or in part at any time before the date of completion if it determines that the PROJECT SPONSOR has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PROJECT SPONSOR in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PROJECT SPONSOR must be returned to the BOARD if this Agreement is terminated for cause.
4. The BOARD or PROJECT SPONSOR may terminate this Agreement in whole or in part at any time before the date of completion when both Parties agree that the continuation of the development project would not produce beneficial results commensurate with the further expenditure of funds. The two Parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PROJECT SPONSOR must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PROJECT SPONSOR for the grant share of properly incurred obligations that cannot otherwise be cancelled before the effective termination date.
5. The BOARD may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the PROJECT SPONSOR fails to comply with the terms of the grant or breaches any condition or special condition of this Agreement.
6. The BOARD may request and the PROJECT SPONSOR must deliver repayment of funds advanced under this agreement in conjunction with the remedies in this section.
7. The remedies expressed in this Agreement do not limit the rights of the BOARD. This Agreement does not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

I. CULTURAL RESOURCES

The PROJECT SPONSOR must meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.

K. DISCLOSURE REQUIREMENTS

PROJECT SPONSOR must comply with the terms of A.R.S. § 35-181.03 or its successor statute(s) regarding audited financial statements provided to the BOARD.

L. INDEMNIFICATION

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

In addition, should PROJECT SPONSOR utilize a contractor(s) and subcontractor(s) the indemnification clause between PROJECT SPONSOR and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, sub-contractor shall defend, indemnify, and hold harmless the PROJECT SPONSOR and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or

any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

M. INSURANCE REQUIREMENTS

PROJECT SPONSOR and sub-contractors must procure and maintain occurrence-based insurance policies that cover claims for injury or death to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the PROJECT SPONSOR from liabilities that might arise out of the performance of the work under this agreement by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors, and PROJECT SPONSOR is free to purchase additional insurance.

Minimum Scope and Limits of Insurance: PROJECT SPONSOR shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

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

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

2. Business Automobile Liability

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

• Combined Single Limit (CSL)	\$1,000,000
-------------------------------	-------------

a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR, involving automobiles owned, leased, hired or borrowed by the PROJECT SPONSOR."

b. Policy must contain a waiver of subrogation against the State of Arizona, as departments, agencies,

boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation

Statutory

• Employers' Liability

- Each Accident	\$ 500,000
- Disease – Each Employee	\$ 500,000
- Disease – Policy Limit	\$1,000,000

a. Policy must contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

b. This requirement does not apply to: Separately, EACH PROJECT SPONSOR or sub-contractor exempt under A.R.S. 23-901, and when such PROJECT SPONSOR or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Additional Insurance Requirements:

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the PROJECT SPONSOR, even if those limits of liability are in excess of those required by this Agreement.
2. The PROJECT SPONSOR'S insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the PROJECT SPONSOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, PROJECT SPONSOR'S insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, PROJECT SPONSOR must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

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

Verification of Coverage:

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

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of

work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3. All certificates required by this Agreement shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

1. DATE ISSUED MM/DD/YYYY 09/23/2025		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 15.929 - Save Americas Treasures			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P25AP01866-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN P25AP01866		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 09/23/2025		Through 04/30/2029	
7. BUDGET PERIOD MM/DD/YYYY From 09/23/2025		Through 04/30/2029	
8. TITLE OF PROJECT (OR PROGRAM) Rehabilitation of Adobe Buildings at Camp Neco			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 U.S.C. §308902 Save America's Treasures Program

9a. GRANTEE NAME AND ADDRESS CITY OF BISBEE 76 Erie St Bisbee, AZ, 85603-1025		9b. GRANTEE PROJECT DIRECTOR Mr. Jeremy Fricke 76 Erie Street Bisbee, AZ, 85603-1025 Phone: 5204329031	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Jeremy Fricke 76 Erie Street Bisbee, AZ, 85603-1025 Phone: 5204329031		10b. FEDERAL PROJECT OFFICER Ms. Madeline Konz 1849 C Street, NW Mail Stop 7360 WASHINGTON, DC, 20240-1000 Phone: 2023542064	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 750,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 750,000.00	
		13. Total Federal Funds Awarded to Date for Project Period \$ 750,000.00	
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
		a. 2 \$ d. 5 \$	
		b. 3 \$ e. 6 \$	
		c. 4 \$ f. 7 \$	
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)			
b			
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation. b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -

☒ Yes☐ No

GRANTS MANAGEMENT OFFICIAL:

James Modrick, Supervisory Grants Management Specialist and Awarding Official
1849 C St NW
MS 2013
Washington, DC, 20240-0001
Phone: 2023542037

17. VENDOR CODE			18a. UEI			18b. DUNS			19. CONG. DIST.		
0070535995			LMH1JE4K3D61						07		
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION					
1	0054008842-00010	\$750,000.00	09/23/2025	04/30/2029	5140	FY245 SAT Rehabilitation of Adobe Buildi					

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 24

DATE ISSUED
09/23/2025

GRANT NO. P25AP01866-00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	04/30/2029	Final	08/28/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	04/30/2029	Final	08/28/2029

REMARKS

1.

Grant Agreement**between****the United States Department of the Interior****National Park Service****and****the Above-Named Grantee (Recipient)****Articles****1. Legal Authority**

NPS enters into this Agreement pursuant to:

1. 54 USC Section 3089 – Save America’s Treasures Program
2. Further Continuing Appropriations and Other Extensions Act, 2024 enacted as Public Law 118-35
3. Consolidated Appropriations Act, 2024 enacted as Public Law 118-42
4. 54 USC Section 3001 et seq. - National Historic Preservation Act

2. Performance Goals and Project Objectives

The objective of this Agreement is to provide preservation and/or conservation assistance to nationally significant historic properties and collections. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. The grant program is administered by the National Park Service (NPS) in partnership with the National Endowment for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

Library Services (IMLS).

The goal of the program is to provide Historic Preservation Fund (HPF) funding, through the Save America's Treasures grant program, to protect culturally and historically significant properties by funding pre-development and development on nationally significant properties for the benefit of future generations.

3. Public Purpose

This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 *et seq.*, commonly known as the National Historic Preservation Act.

4. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 *et seq.*, and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Statement of Work is further defined in an addendum at the end of this Notice of Award. The Recipient shall adhere to the approved Statement of Work as set forth in this addendum.

5. Responsibilities of the Parties

1. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
 2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the National Historic Preservation Act.
 3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
 4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for sole source procurement of consultants and contracts in accordance with 2 CFR 200.318-327 or 2 CFR 200.317, as applicable. This documentation must be submitted to NPS upon request.
2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 24

DATE ISSUED
09/23/2025

GRANT NO. P25AP01866-00

7. Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

8. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that

NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

justify the reimbursement requests.

3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. Reports and/or Outputs/Outcomes

1. Refer to the second page of the Notice of Award document for Federal Financial Report frequency and due dates. Performance Reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

10. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

1. Reports are due on an annual basis (see Article IX). Failure to submit timely reports may result in a determination of medium or high risk and be subject to additional grant terms and conditions.
2. Requests for payment may be made directly from the ASAP grant account without prior NPS

NOTICE OF AWARD (Continuation Sheet)

PAGE 6 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

11. Award Specific Terms & Conditions

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

12. Standard Terms and Conditions

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 – Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

NOTICE OF AWARD (Continuation Sheet)

PAGE 7 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements.

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

i. Submit the information required about each proceeding that:

ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.

iii. Reached its final disposition during the most recent five-year period; and

iv. Is one of the following:

a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or

b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or

c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

d) Any other criminal, civil, or administrative proceeding if:

NOTICE OF AWARD (Continuation Sheet)

PAGE 8 of 24

DATE ISSUED

09/23/2025

GRANT NO. P25AP01866-00

1. It could have led to an outcome described the award term and conditions.
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

i. For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per National Park Service Director Policy Memorandum 14-05, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of

NOTICE OF AWARD (Continuation Sheet)

PAGE 9 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

unmanned aircraft by:

- (i) NPS personnel as operators or crew;
- (ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- (iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

- (1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.
- (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United

NOTICE OF AWARD (Continuation Sheet)

PAGE 10 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same

NOTICE OF AWARD (Continuation Sheet)

PAGE 11 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and (ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first

NOTICE OF AWARD (Continuation Sheet)

PAGE 12 of 24

DATE ISSUED
09/23/2025

GRANT NO. P25AP01866-00

commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that

NOTICE OF AWARD (Continuation Sheet)

PAGE 13 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. Section 794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](https://www.section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

NOTICE OF AWARD (Continuation Sheet)

PAGE 14 of 24

DATE ISSUED

09/23/2025

GRANT NO. P25AP01866-00

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

14. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

15. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. Section 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

16. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

17. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

18. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

20. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not

NOTICE OF AWARD (Continuation Sheet)

PAGE 15 of 24

DATE ISSUED

09/23/2025

GRANT NO. P25AP01866-00

intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

21. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR Section 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR Section 200.305 (5)). As allowed under 2 CFR Section 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

22. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

23. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

NOTICE OF AWARD (Continuation Sheet)

PAGE 16 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#)

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR Section 184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#), 2 CFR Part 184, and the [OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

25. SIGNATURES

NOTICE OF AWARD (Continuation Sheet)

PAGE 17 of 24

DATE ISSUED
09/23/2025

GRANT NO. P25AP01866-00

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

26. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at: <https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

Program Specific Requirements

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of interim and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
5. Review and approval of project signage to notify the public of federal involvement as applicable; and
6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Requirements for National Historic Preservation Act (NHPA) Compliance

54 USC 306108 requires that federal agencies consider the effects of federally funded projects on historic properties. The Advisory Council on Historic Preservation (ACHP) has issued regulations in 36 CFR 800 to direct the review process. Pursuant to 36 CFR 800.14, federal agencies are allowed to develop Program Alternatives to tailor the review process to meet program needs. On August 28, 2024, the NPS, the ACHP, and the National Council of State Historic Preservation Officers signed the Programmatic Agreement Regarding Cultural Resources Grants and Financial Assistance (GFA PA).

54 USC 306107 directs federal agencies to the maximum extent possible, to minimize harm to National Historic Landmarks (NHL's). According to 36 CFR 800.10, any project involving an NHL that may have a direct or adverse effect on the NHL requires the recipient to notify the NHL Program regarding the proposed project. *See the specific instructions regarding coordinating with NHLs under "NPS Review of Planning/Design Documents for National Historic Landmarks" in this agreement regarding coordinating with NHLs.*

NOTICE OF AWARD (Continuation Sheet)

PAGE 18 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

54 USC 306113 generally prohibits the NPS from funding any recipient or sub-recipient that attempts to avoid the requirements of 54 USC 306108 and 36 CFR 800. Recipients must make every effort to fund preservation projects that do no harm or produce adverse effects to historic properties. Should it be discovered a recipient or sub recipient has deliberately damaged an historic property to avoid statutory requirements (anticipatory demolition), the NPS must be notified to determine, in consultation with the ACHP, if the project can be funded by the NPS.

All NHPA compliance activities must be completed prior to the commencement of any ground disturbance, pre-construction and or construction activities.

3. Requirement for National Environmental Policy Act (NEPA) Compliance

All funded grants are subject to the requirements of 42 USC 4321 et seq. the National Environmental Policy Act (NEPA) of 1996, as amended. NEPA requires federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. Recipients are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant supported activities or certify that no such impacts will arise upon receipt of a grant award. The NPS has determined that most grant funded projects are not expected to individually or cumulatively have a significant impact on the environment. Exceptions usually involve construction or archeological work. For projects involving construction or archeological work, the recipient should use HPFOnline to submit an Environmental Screening Worksheet. The submittal of the completed Worksheet will assist the NPS in determining which, if any, Categorical Exclusion from NPS Director's Order 12 may be utilized.

All NEPA compliance activities must be completed prior to the commencement of any ground disturbance, pre-construction and or construction activities.

4. Requirement for compliance with the Americans with Disabilities Act of 1990 (ADA), the Architectural Barriers Act of 1968 (ABA), and Section 504 of the Rehabilitation Act of 1973.

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building in whole or in part with federal funds (except private residential structures), requires compliance with the following:

42 USC 1213, 47 USC 155, 201, 218, 225, the 1990 Americans with Disabilities Act (ADA)

42 USC 4151 et seq the Architectural Barriers Act of 1968 (ABA)

The NPS is considered a "Section 504 Agency" per the definition in USC 29 1640.2 as an agency that extends or provides federal financial assistance to programs or activities of recipients.

Pursuant to 28 CFR 35.104, the implementing regulations of the Americans with Disabilities Act, alterations to the property must be in compliance with all applicable regulations and guidance.

5. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

NOTICE OF AWARD (Continuation Sheet)

PAGE 19 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

6. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places at the National tier of significance;
 2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
 3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Cost for administering an easement/covenant for the property;
5. Cost for any required audits or financial requests;
6. Cost for the production of project signs;
7. Costs for public notice of grant opportunities;
8. Costs associated with required training or reporting; and/
9. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

The total of administrative and indirect costs necessary to complete and administer the grant cannot exceed 25% of total cost (primary and subgrants combined). This limitation for the Historic Preservation Fund is by statute 54 USC 302902. Administrative costs as defined in the April 27, 2018 memo to the *Historic Preservation Fund Grants Manual* are:

Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

7. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval

NOTICE OF AWARD (Continuation Sheet)

PAGE 20 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$10,000.

8. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318.

9. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS Program Officer within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity per the table below and its current easement/covenant status:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that was NOT created as a requirement of a previous federal grant but meets federal requirements, an amendment shall be executed for an additional duration to meet the requirements of the funding awarded. For example, if a property had 10 years remaining on a previous 20-year easement and receives \$300,000 in HPF funding, an amendment to add 5 years would be required to meet the 15-year duration requirement.
3. If the historic property is currently subject to an easement that was created as a requirement of a previous federal grant, an amendment must be executed for the full additional duration required by the new funding awarded. For example, if a property had 10 years remaining on a previous HPF grant induced easement and receives \$300,000 in HPF funding, an amendment to add 15 years would be required. The resulting property will then be protected by an easement for a total of 25 years from the effective date of the easement.
 1. If a property receives multiple grants, the minimum required duration of the easement for each grant will be added together for a cumulative duration requirement. For example, if a

NOTICE OF AWARD (Continuation Sheet)

PAGE 21 of 24

DATE ISSUED
09/23/2025

GRANT NO. P25AP01866-00

property receives three HPF grants in successive years, each for \$500,000, the minimum required easement duration would be 45 years.

4. If the historic property is currently protected by a perpetual or other non-HPF induced preservation easement that meets or exceeds federal requirements as determined by the NPS, no additional duration or amendments are necessary.

1. Recipients who plan to apply for multiple HPF grants for a single property may execute a perpetual easement to satisfy the requirement and reduce the administrative costs of amendments.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement - applies to EACH grant awarded
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001 - \$750,000	20-year minimum preservation covenant/easement
\$750,001+	25-year minimum preservation covenant/easement

10. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted notice must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by a Save America's Treasures grant from the Historic

NOTICE OF AWARD (Continuation Sheet)

PAGE 22 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Cost of posting, fabricating, and erecting notification are eligible grant costs.

11. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the [GRANT PROGRAM] and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the [GRANT PROGRAM] administered by the National Park Service, Department of Interior.

12. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the [GRANT PROGRAM] of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the [GRANT PROGRAM], administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

13. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. All photos included as part of the application, interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information SHOULD be

NOTICE OF AWARD (Continuation Sheet)

PAGE 23 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

14. NPS Review of Planning/Design Documents for National Historic Landmarks

The Recipient must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology & Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

The Recipient must submit the following:

- a site plan that has the north direction clearly marked;
- a city/county map with the site of the property clearly labeled;
- set of plans and specifications for the project;
- digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- for NHL Districts include overall views of the district from the project area; and
- any additional information that will better enable a technical review of the project to be completed.

15. GIS Spatial Data Transfer Standards

All GIS data collected with shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available as requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of 43 U.S.C. Chapter 46 - Geospatial Data, Section 2801-2811 cited within the Department of the Interior Financial Assistance General Terms and Conditions III.H. (effective April 1, 2025).

16. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

Grant funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and

NOTICE OF AWARD (Continuation Sheet)

PAGE 24 of 24	DATE ISSUED 09/23/2025
GRANT NO. P25AP01866-00	

training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: **October 6, 2026**☒ Regular ☐ Special**DATE ACTION SUBMITTED:** September 23, 2026**REGULAR** ☒ **CONSENT** ☐**TYPE OF ACTION:****RESOLUTION** ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐**SUBJECT:** Discussion and Possible Approval of the Design Review Board Administrative Approval Policy.**FROM:** J. Emanuel Stuart, City Planner**RECOMMENDATION:** Approval.**PROPOSED MOTION:** I move to approve the Design Review Board Administrative Approval Policy.**DISCUSSION:** Administrative Approval's need a clear policy for administrative matters.

The purpose of this policy is to establish a clear and consistent process for handling minor or routine matters that may be approved administratively, while preserving the Design Review Board's authority over significant, unclear, or non-compliant projects. The written policy provides continuity for both Board members and staff and ensures that administrative approvals are based on consistent criteria, regardless of changes in Board membership or staff.

This policy is intended to support the Design Review Board by creating an efficient process for minor and clearly compliant applications, while ensuring matters requiring additional review continue to be referred to the Board.

Policy was approved by the Design Review Board at their September 2, 2026 meeting.

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



DESIGN REVIEW BOARD POLICY FOR ADMINISTRATIVE APPROVAL'S

APPLICABILITY

- ☐ Minor exterior alterations
- ☐ In-Kind repair or replacement of materials
- ☐ Signage that clearly meets guidelines
- ☐ Rehabilitation works consistent with existing historic features
- ☐ Certain accessory structures and site features
- ☐ Awnings, lighting, and minor site features
- ☐ Mechanical screening and placement improvements
- ☐ Water harvesting and utility features compliant with visibility standards
- ☐ Visible features (e.g., solar, fencing) meeting all guidelines

Projects not meeting these criteria shall be referred to the Design Review Board (DRB).

GENERAL STANDARDS FOR APPROVAL

- ☐ Preserve Historic Character
 - Retain and protect defining architectural features
 - Avoid removal or concealment of significant elements
- ☐ Prioritize Repair Over Replacement
 - Original materials shall be repaired whenever feasible
 - Replacement is permitted only when necessary and must match original materials
- ☐ Maintain Architectural Integrity
 - Changes must remain consistent with a single architectural style
 - Avoid mixing incompatible historic styles
- ☐ Ensure Compatibility
 - New work shall harmonize with surrounding structures in:
 - Scale, massing, and height
 - Materials and textures
 - Proportion and height
- ☐ Use Appropriate Materials and Methods
 - Materials must be historically appropriate in type and application
 - Contemporary materials may be used only if visually compatible

ELIGIBLE ADMINISTRATIVE APPROVALS

- ☐ Rehabilitation and Remodel work
 - No Significant alteration to structure form or massing
 - Original materials are preserved or replaced in-kind
 - Architectural features (windows, doors, siding, trim) match historic appearance
- ☐ Materials
 - Use of historically appropriate siding (wood, fiber cement, engineered wood)
 - Stucco repairs matching existing finish (not covering wood siding)
 - Brick, shingle, or wood siding consistent with guidelines
- ☐ Façade Rehabilitation
 - Restoration or original materials and features
 - Removal of non-historic alterations
 - Repair of masonry, tile, marble, and decorative elements
- ☐ Masonry and Surface Treatment
 - Repointing with compatible mortar
 - Cleaning using non-destructive methods
(*No sandblasting or harsh chemicals*)
- ☐ Windows and Doors
 - Replacement windows match size, proportion, and style (vertical emphasis)
 - Aluminum windows allowed if painted/anodized (no bare metal)
 - Paneled doors preferred; flush doors only if modified to resemble historic styles
- ☐ Roofs
 - Gable, hip, or shed roofs consistent with district patterns
 - Appropriate roofing materials (wood shingles, metal, fiberglass shingles)
 - Avoidance of inappropriate styles (e.g., mansard, gambrel, A-frame)
 - Gutters
- ☐ Fences and Walls
 - Retaining Walls, when appropriate
 - Compatible with architectural style and historic character
 - Acceptable materials include:
 - Wood picket
 - Wrought iron (traditional design)
 - Wire fencing
 - Masonry with appropriate finishes

☐ **Lighting**

- Period-appropriate fixtures
- Shielded lighting to preserve dark skies
- Installation that does not damage historic materials

☐ **Visible Features**

1. Utilities (Trash, Wires, etc.)

- Screened or placed out of public view
- Underground placement encouraged where feasible

2. Water Harvesting Systems

- Must not obscure or alter historic features
- Designed to be minimally visible and reversible

3. Solar Devices (a checklist already exist for Administrative Approval).

4. Mechanical Equipment

- Must not damage historic materials
- Vents placed discreetly
- Rooftop equipment:
 - Not visible from public right-of-way, or
 - Properly screened

☐ **Awnings**

- Installation of retractable cloth awnings
- Designs compatible with historic storefronts
- May include signage if compliant

☐ **Signs**

- Are proportional to the building
- Do not obscure architectural features
- Use appropriate materials and lighting
- Avoid prohibited elements such as:
 - LED animation
 - Plastic illuminated panels
 - False historic representations

1. Neon

- Traditional colors only (e.g., red, blue, green, yellow)
- Low intensity (limited transformer output)
- Must complement building design

INELIGIBLE FOR ADMINISTRATIVE APPROVAL

(Will require Design Review Board Review)

- ☐ New Construction or major additions
- ☐ Height, setback, or size deviations
- ☐ Style changes or mixed architectural styles
- ☐ Demolition or major structural alterations
- ☐ Use of non-permitted materials or designs
- ☐ Mobile, manufactured, or modular homes (unless specifically reviewed)
- ☐ Significant changes to roofs, facades, or massing
- ☐ Murals, Public art installations, and monuments
- ☐ Installation of visible rooftop mechanical systems
- ☐ Any proposal lacking sufficient documentation
- ☐ Façade rehabilitation and restoration
- ☐ Masonry and Surface Treatment - Painting only when historically appropriate
- ☐ Accessory Structures
 - Any new structure
 - Clearly subordinate in size and scale

DETERMINATION PROCESS

- ☐ Staff reviews applications for compliance with this policy
- ☐ If compliant → **Administrative Approval issued**
- ☐ If unclear or non-compliant → **Referred to DRB**
- ☐ Staff may request additional information before determination
- ☐ Only minor or clearly compliant proposals may be approved administratively

CONDITIONS OF APPROVAL

Administrative approvals may include conditions to ensure compliance, including:

- ☐ Material or design modifications
- ☐ Placement adjustments
- ☐ Screening requirements
- ☐ Lighting or Signage limitations

AGENDA ITEM NUMBER 6**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: October 6, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 30, 2026REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: Discussion and Possible Appointment of the following seven individuals to the Tourism Marketing Advisory Committee, including designation of the term for each appointment.

FROM: Ken Budge, Mayor**RECOMMENDATION:** Approve

PROPOSED MOTION: I move to approve the following individuals to serve on the Tourism Marketing Advisory Committee for the terms indicated:

- Ward I – Sonia Allen – 2yr Term
- Ward I – Sarah Prochnau – 1yr Term
- Ward II – Douglas Dunn – 2yr Term
- Ward II – Stephen Moramarco – 1yr Term
- Ward III – Sherri Morgan – 2yr Term
- Ward III – Jeremy Fricke – 1yr Term
- At Large Member – Susan Underhill – 2yr Term

The appointments shall be effective as of October 7, 2026, and shall expire on the terms specified above.

DISCUSSION:

The Council will discuss the proposed appointments of the seven members to the Tourism Marketing Advisory Committee. The discussion will include the individuals reviewed for appointments and the proposed term of service for each member appointed.

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

ORDINANCE O-26-19

A ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COCHISE COUNTY, STATE OF ARIZONA, ESTABLISHING A TOURISM MARKETING ADVISORY COMMITTEE AND DEFINING ITS PURPOSE, MEMBERSHIP, AND DUTIES.

WHEREAS, pursuant to Article V of the City Charter and Article 2.8 of the City Code, the City Council may, by ordinance, create committees to assist the Council in making decisions concerning the complex issues that face the community; and,

WHEREAS, The City of Bisbee recognizes tourism as a significant contributor to the local economy and seeks to promote and enhance Bisbee as a destination for visitors; and,

WHEREAS, the City desires to receive input from community stakeholders regarding tourism marketing initiatives, visitor attraction strategies, and related tourism promotion activities; and,

WHEREAS, The Mayor and Council find that the creation of a Tourism Marketing Advisory Committee will provide a valuable forum for stakeholder engagement and recommendations regarding tourism marketing efforts.

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

SECTION 1. Establishment

The Tourism Marketing Advisory Committee ("Committee") is hereby established as an advisory body to the Mayor and Council. The Committee shall be subject to the standard provisions as provided for in Section 2.8.2 of the City Code, except as otherwise amended herein.

SECTION 2. Purpose

The purpose of the Committee shall be to provide input, recommendations, and feedback regarding:

- Tourism marketing strategies and initiatives;
- Tourism promotion and advertising campaigns;
- Opportunities to increase overnight visitation and visitor spending;
- Partnerships with local businesses, organizations, and tourism stakeholders;
- Tourism-related community events and promotional opportunities;
- Review of quarterly reports and updates provided by the City's tourism marketing contractor and providing feedback and recommendations to the Mayor and Council regarding such reports; and
- Other tourism-related matters referred to the Committee by the Mayor and Council.

SECTION 3. Advisory Capacity

The Committee shall serve in a strictly advisory capacity. The Committee shall have no authority to:

- Direct City staff;
- Direct or supervise any contractor, consultant, or marketing firm retained by the City;
- Commit or expend City funds;
- Approve budgets, contracts, or expenditures;
- Participate in the selection of vendors or procurement decisions;
- Establish City policy; or
- Bind the City in any manner.

All final decisions regarding tourism marketing programs, budgets, expenditures, contracts, and policy matters shall remain solely with the Mayor and Council.

SECTION 4. Membership

The Committee shall consist of seven (7) members appointed by the Mayor and Council. To the extent practicable, appointments should include representatives from the following stakeholder groups:

- Hotel and/or lodging industry;
- Restaurant and food service industry;
- Arts, gallery, museum, or cultural organization;
- Recreation, tourism attraction, or event organization; and
- At-large residents.

To ensure broad community representation, appointments should, to the extent practicable, include at least one member residing in each of the City's three wards. The Mayor and Council may consider additional tourism-related experience, community involvement, and stakeholder perspectives when making appointments.

SECTION 5. Terms of Office

Committee members shall serve two-year terms and may be reappointed. Initial appointments may be staggered to promote continuity. Vacancies shall be filled by appointment of the Mayor and Council for the remainder of the unexpired term. The initial appointments shall be as follows as designated by the Mayor:

1. Three (3) members with terms beginning on _____, 2026 and expiring on _____, 2027 (1 year);
2. Four (4) members with terms beginning on _____, 2026 and expiring on _____, 2028 (2 years).

SECTION 6. Meetings

The Committee shall meet at least quarterly, or more frequently as needed. All meetings shall be conducted in compliance with Arizona Open Meeting Law. The Committee shall annually elect a Chair and Vice Chair from among its members.

SECTION 7. Reports and Recommendations

The Committee may review reports and presentations related to the City's tourism marketing activities and may provide comments, feedback, and recommendations regarding tourism marketing priorities, initiatives, and performance. All direction to the City's tourism marketing

contractor shall come solely from the City. All recommendations of the Committee shall be advisory only and shall not be binding upon the City.

SECTION 8. Staff Support

The City Manager or designee shall provide administrative support to the Committee as needed.

SECTION 9. Severability

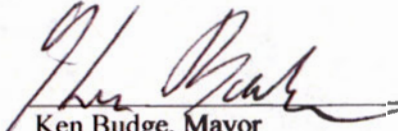
If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Repeal

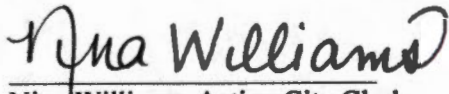
All City of Bisbee resolutions, or motions and parts of resolutions or motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

PASSED, ADOPTED, AND APPROVED by the Mayor and Council of the City of Bisbee on this 1st day of September 2026.

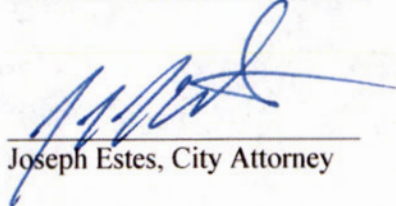
APPROVED:


Ken Budge, Mayor

ATTEST:


Nina Williams, Acting City Clerk

APPROVED AS TO FORM:


Joseph Estes, City Attorney

Final Appointments:

1. Soria Allen TERM: 2 yr

2. Sarah Prochnau TERM: 1 yr

3. Douglas Dunn TERM: 2 yr

4. Stephen Maramarco TERM: 1 yr

5. Sherri Morgau TERM: 2 yr

6. Jeremy Fricke TERM: 1 yr

7. Susan Underhill TERM: 2 yr - At - Large



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: Sept 22, 2026

RECEIVED

SEP 22 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	☒ Tourism Marketing Advisory Committee

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

Allen

Sonia

Last Name

First Name

Middle Initial

Mailing Address

Number

Street

City

State

Zip Code

Residential Street Address:

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for 14 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: Cochise College Associates Degree 2011
Bisbee Hospitality: Table & Settings 2011-2014, Juan's Seasonal Kitchen 2014-2018 (Server/Host/Manager)
Freelance Weight Lifting Coach 2018-present
Bisbee Grand Hotel & Saloon (Room Lead) 2019-present
Grand Burlesque: 2019-present (Award Winning Event Producer/Emcee/Coach)

Please provide a brief summary of Civic/Volunteer Experience:

Copper Queen Library: early childhood literacy volunteer since 2022
Bats Parade: Lead Organizer since 2023
Misc: Friends & the Community, esp. art events & nonprofits know I'll always help out. In the one folks call to do last minute prep work with kids, host an event or just help clean up for Bisbee, I'm in!
See References: Jason Macovick 520-432-4232 (Copper Queen Library)
Marilyn Mueller 520-249-9670 (Bisbee Foundation)

Other Background Information Relevant to Serving in this Position:

Making professional graphics, videos & collaborating with influencers, businesses, events & locals since 2016
Known for informative reels on Bisbee events and understanding our market.
10.8k on TikTok 8.9k on IG

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

My Phelps Dodge family raised me in Douglas but I have always been in love with the character of Bisbee. Knowing the local mining side and being actively involved and passionate about our tourism side makes me bridge the gap Bisbee can sometimes have. As a full-time Bisbee local, advocate and enthusiast it'd be great to work with the city.

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: _____

Sam Allen

Date: _____

Sept 22, 2026

When complete, please return to:

City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

E-mail: nwilliams@bisbeeaz.gov



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 9/16/26

*** 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	☒ TOURISM ADVISORY BOARD

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

Prochnau Sarah E
Last Name First Name Middle Initial

[REDACTED] Bisbee AZ 85603
Mailing Address Number Street City State Zip Code

Residential Street Address: [REDACTED]

Telephone Number(s): [REDACTED]

Email Address [REDACTED]

* I have been a resident of Bisbee for 6 years * Are you currently on any Boards? Bisbee Forward

**(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): 2021 - Current Self-Employed (Bitchin Pickins, Lunar Studio Bisbee, Bisbee Pythian LLC)

2015-2021 TwispWorks - Director of Marketing & Partnership

Education - Masters in History - Kings College, University of London

Bachelors in History - Queen Mary & Westfield College, University of London

Please provide a brief summary of Civic/Volunteer Experience:

Member of the Bisbee Woman's Club since 2021, Chair of the Home Tour 2024, 2025, 2026

Founding memeber of the Pirates of the Sky Islands, producer of Bisbee Pirates Weekend 2023, 2024, 2025 & 2026

Member of Bisbee Forward since 2025, Board member since 2026

Other Background Information Relevant to Serving in this Position:

Member of the Okangocan County Destination Marketing Organization 2016-2021

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

I am deeply committed to ensuring Bisbee succeeds as a place to live, work, and thrive and I strongly believe that fostering a thoroughful and strategic relationship with the Gordley Group is fundamental to that goal. Not only do I have extensive destination marketing experience, event planning and organizational experience, as a resident & business owner in an area of Old Bisbee that is not Main Street I will bring a unique perspcetive to the Board.

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: _____

9.16.26

When complete, please return to:

City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

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

Mayor Budge and Council Members

Thank you for allowing me the opportunity to submit this letter of interest and application to sit on the Tourism Advisory Board.

I made the move to Bisbee five years ago. Like so many other folks I fell in love with the town and surrounding area during a road trip and just knew that this was the town I wanted to call home.

In my five years here, I have been a full-time resident, a committed community volunteer, an employee, an employer and an event producer. I have started four businesses spanning the retail, lodging, hospitality, and services sectors. As a member of the Bisbee Woman's Club I have served as the Chair of the Home Tour and Art Auction for the past three years and last year delivered one of the most successful Home Tour and Art Auctions in the Club's history. Since 2023, I have been a member of the volunteer Pirates of the Sky Islands Board, reviving a flagging one-day event in August and growing it into a signature three-day event that draws attendees from all over our region and provides a much-needed economic boost to the local economy during one of the slowest months of the year.

Before moving to Bisbee, I lived in North-Central Washinton where I served for six years as the Director of Partnership and Marketing for TwispWorks, a non-profit focused on ensuring the cultural and economic vitality of the Methow Valley. My contributions to the organization included developing a strategic marketing plan to promote the organization and working closely with the town council and chambers of commerce to execute events to draw visitors to the town. During those years I also served on the Board of the Okanogan County Tourism Council, the DMO responsible for developing marketing strategies to promote tourism throughout Okanogan County. This Board reported directly to the Lodging Tax Advisory Commission (the Commission responsible for ensuring that the Bed Tax collected by the towns and County were used for marketing focused on driving overnight stays in the area).

I am deeply invested here, emotionally and financially, and I believe that, if appointed to the Tourism Advisory Board, I can help to ensure that Bisbee is represented in such a way as to highlight what make us so unique and authentic - our cultural and historical significance, our weird and wonderful personality, our natural beauty, and our generous hospitality.

Thank you for your consideration and your time.

Sarah Prochnau





BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: September 7, 2026

RECEIVED

SEP 08 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	☒ Tourism Marketing Advisory Committee

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

Dunn	Douglas	T.
Last Name	First Name	Middle Initial
[REDACTED]		
Mailing Address	Number	Street
		Bisbee
		AZ
		85603
		State
		Zip Code

Residential Street Address: [REDACTED]

Telephone Number(s): [REDACTED]

Email Address: [REDACTED]

* I have been a resident of Bisbee for 27 years * Are you currently on any Boards? Planning & Zoning
* (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): Masters in Economics from Cornell University.. Employed by the University of Arizona Cooperative Extension as Community Development Specialist, 1970-1999 where I was involved in conducting research in rural tourism and worked with various communities in assessing and implementing tourism programs Served as County Director for Cooperative Extension (Willcox).

Please provide a brief summary of Civic/Volunteer Experience:

Served on the Bisbee City Council, representing Ward 2, for 6 years, February 2013-December 2018. I was on the Bisbee City Council when the City of Bisbee implemented its very successful Discover Bisbee tourism program with Dog, Cat, Mouse consultants. I am currently a member of the Bisbee Planning & Zoning Commission, serving as Chair. I have served 20+ years on The Bisbee Foundation Board of Directors, serving 10+ years as President.

Other Background Information Relevant to Serving in this Position:

This will be my 27th year as a Main Street merchant, associated with Acacia Collectibles, 69 Main Street. I am currently Vice President of the Bisbee Restoration Museum Board of Directors.

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

I have specific suggestions for expanding our tourist attractions to attract overnight visitors and extend their stay in Bisbee during the week.

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)
x _____ Number of Commission Memberships currently served. I also serve on the:
_____ Planning and Zoning Commission.

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

To provide further service to Bisbee.

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: Douglas Dunn

Date: September 7, 2026

When complete, please return to:

City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

E-mail: nwilliams@bisbeeaz.gov



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 8/31/2026

*** 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.**

Moramarco

Stephen

Middle Initial

Mailing Address

Number

Street

Bisbee

City

AZ

State

85603

Zip Code

Residential Street Address: same

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for 6 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): Self-employed writer, artist, musician. Founder of This Week in Bisbee (TWIB)

weekly listings of music, art, and culture in Bisbee, four years without missing a single week.

Graduate of UCLA School of Theater 1990, director/writer/star of The Great Intervention, a comedy made for \$5k. Former tour guide Bisbee Ghost Tour/BActive Bisbee

Please provide a brief summary of Civic/Volunteer Experience:

KBRP DJ and current Program Committee member NELA (Northeast Los Angeles) Homeless Coalition

Shakespeare & Co performer in low income Los Angeles neighborhoods

Copywriting for The Giving Spirit (2016) - a donation service for the homeless

Reading tutor LA Public Library (2016 - 2020)

Other Background Information Relevant to Serving in this Position:

Having run This Week in Bisbee for 4 years, I know most of the musicians in town as well as the venue:
I understand their needs and goals. As a self-employed artist/musician I know the importance of good n
As a creative person, I am good at evaluating ideas as well as thinking "outside the box"

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

I truly love Bisbee and want to see our artist/musicians thrive. I want to be their voice on this board. Pre
marketing efforts seem to ignore this crucial sector of our economy and its appeal to visitors.

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: 08/20/2026

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

E-mail: nwilliams@bisbeeaz.gov



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

Date of Application: 9/10/26

SEP 10 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	☒ Tourism Marketing Advisory Committee

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

Morgan

Sherrie

L

Last Name

First Name

Middle Initial

Mailing Address

Number

Street

Bisbee
City

AZ
State

85603
Zip Code

Residential Street Address:

Telephone Number(s)

Email Address:

* I have been a resident of Bisbee for 10 years * Are you currently on any Boards? YES

** (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): Artemizia Foundation – Associate Director (2018–Present) Relationship-building with artists;
55 Main Gallery – Gallery Customer Care Representative (2016–2018) Tourism-focused customer service;
Rojo Hospitality – Non-Profit Coordinator (2009–2016) Coordinated large-scale events with city/state agencies.

Please provide a brief summary of Civic/Volunteer Experience:

Bisbee Rotary Club — President (2019–2020, 2023–2024, 2024–2025) and Membership Chair (2025–present);
Rotary District 5500 Assistant Governor 2026–2027— Support and mentor Rotary clubs across the district.

Step Up Bisbee/Alamo Board Member supporting local affordable housing and improvement initiatives.

Other Background Information Relevant to Serving in this Position:

Over ten years of experience promoting Bisbee's arts, culture, and tourism through gallery management

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

I have extensive experience in Bisbee's arts and tourism community, strong skills in visitor engagement

My work has centered on welcoming visitors, promoting local culture, coordinating events, and strength

Through Rotary District 5500 and local volunteer service, I have deep knowledge of Bisbee's community

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

WAIVER REQUEST (If Applicable):

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

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

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

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

Signature: Sherrie Morgan

Date: 9/10/26

When complete, please return to:

City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

E-mail: nwilliams@bisbeeaz.gov



BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

RECEIVED

Date of Application: 09-01-2026

SEP 01 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	☒ Marketing and Tourism Adv. Board

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

Fricke

Jeremy

M

Last Name

First Name

Middle Initial

Mailing Address

Number

Street

Bisbee
City

AZ
State

85603
Zip Code

Residential Street Address:

Telephone Number(s):

Email Address:

* I have been a resident of Bisbee for 1 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):

Executive Director - Naco Heritage Alliance / Camp Naco - 2024-Current

Vice President of Mission Advancement - Tri-Faith Initiative - 2019-2024

Educator of Religious Studies - University of Iowa - 2013-2015

Please provide a brief summary of Civic/Volunteer Experience:

Board Member Service

Goar Park Lunches - 2025-Current

Generational Difference Advisor - CoGenerate - 2024-Current

Master of Arts in Religious Studies - University of Iowa - 2018

Other Background Information Relevant to Serving in this Position:

I have also worked with entrepreneurs and owned small businesses before moving here, including a gourmet mushroom shop

I have been a workplace advisor for cultural difference for about 10 years.

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

I have a wide variety of experience connecting with various groups of people to visit niche places.

Marketing, events, cultural difference, and systems-level thinking are my strong suits.

I believe our greatest strategy is to be in the top 3 of the bucket lists of many, rather than try to be in the top 50 for everyone.

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: _____

Jersey Fudge

9-1-2026

When complete, please return to:

City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

E-mail: nwilliams@bisbeeaz.gov

JEREMY FRICKE

*Passionate, Benevolent, Intellectual, Innovative, Pragmatic
Nonprofit Executive Devoted to the Humanities*

RELEVANT PROFESSIONAL EXPERIENCE

Executive Director

Nov. 2024 - Present

Naco Heritage Alliance and Camp Naco - Naco/Bisbee, AZ

- First Executive Director for Naco Heritage Alliance, responsible for all executive functions of developing a sustainable nonprofit alongside continued rehabilitation of historic Camp Naco.
- Primary fundraiser, relationship builder, communications strategist, and program strategist.
- Committed to building a strong and positive workplace culture and community through courageous leadership.
- Worked with a staff of 6 to successfully rehabilitate multiple historic buildings, grow the organizational budget, expand reach, and impact communities, all within the first year.

Vice President of Mission Advancement

May 2022 - Oct. 2024

Education and Program Director

Feb. 2019 - May 2022

Tri-Faith Initiative - Omaha, NE

Overall Job Duties and Successes:

- Primary thought-leader on overall strategy of achieving mission through measurable impact.
- Leads the vision, strategy, curriculum building, facilitation strategy, and event logistics of educational and relationship-building programs.
- Supports fundraising through planning, individual solicitation, supporting grant writing strategy, fee-based services, and specific public and private fundraising requests.
- Envision, develop, and implement all "Major Projects" below while supervising and collaborating with team members, and responsible for the success of various large-scale events, including the university and multi-sectoral conference, the Race, Religion, and Social Justice Conference in partnership with University of Nebraska, Omaha.
- Work with stakeholders to ensure that all programming is engaging and can be connected to relevant curriculum standards.
- Builds relationships and networks with people of a diverse range of religious and cultural backgrounds.
- Draft and propose various written materials, including strategic organizational policies and procedures, grant writing, and other curricula as needed.
- Oversees team providing entirety of programs, operations, and services including full-time staff.
- Primary consultant for academic and workplace religious diversity for Tri-Faith Initiative.
- Responsible for overall evaluation strategy.

Major Projects:

- Equitable Pluralism - Audience: Workplaces
 - A collection of workshops, resources, and research on how to best accommodate religious diversity in the classroom and the workplace regarding legal issues, inclusion strategy, and religious literacy.
- Religious Literacy for All - Audience: General Public
 - Wide ranging opportunities to understand religious diversity of the past, present, and future through multiple approaches
- Interfaith Bridgebuilders - Audience: Religious Communities and Community Leaders

- With special attention to driving change in midwestern and rural religious communities, develop and lead cohorts of community members to build best practices and literacy for better interfaith relationships and understanding.
- Religion and Social Justice Project - Audience: Intentional Multi-Sector Audience
 - Focusing on cross-sector collaboration, plans, develops, leads committee meetings, and curates the annual Race, Religion, and Social Justice Conference.

Key Statistics Regarding Above Programs:

- 98.6% of survey respondents would recommend to a friend
- 97.3% of survey respondents learned something new

Teaching Assistant

Jan. 2016 – Dec. 2016

Department of Religious Studies, University of Iowa – Iowa City, IA

Courses Taught: "HIST/RELS The Bible and the Holocaust," "HIST/RELS Modern Religion and Culture," and "COMM/SOC/RELS The Bible in Film"

- Taught sections of students on a wide variety of topics.
- Engaged students with creative in-class and online lectures and assignments.

Research Assistant

Aug. 2015 – Dec. 2015

The University of Iowa

- Researched ways to resolve religious conflict in society, including the workplace, schools, and hospitals.
- Co-wrote a proposal to create an undergraduate Certificate of Religious Diversity and Dialogue, designed to prepare students for religious diversity and inclusion in their professional careers.

EDUCATION HISTORY

University of Iowa – Iowa City, IA

2018

Master of Arts in Religious Studies | GPA: 3.92

- With thesis - publication information below

Wayne State College – Wayne, NE

2015

Bachelor of Science in Business Administration – Human Resource Management

Honors Project: Religious Diversity and Inclusion in the Workplace

Minor: Pre-law

AWARDS AND ACCOLADES

Featured in Bridging Divides - Sharing Heartbeats

2024

Documentary on PBS

Ron Holt Civic Engagement Award

2015

Wayne State College

Campus Compact Newman Civic Fellows Award

2015

Wayne State College

Phi Beta Lambda Scholarship

2014-2015

Wayne State College

CERTIFICATIONS AND COHORTS

Nonprofit Executive Institute

2023-2024

Nonprofit Association of the Midlands

Class 16

- The Nonprofit Executive Institute (NEI) is an eleven-month leadership program designed to offer nonprofit leaders skills and strategies to enhance organizational sustainability and transform the communities they serve. This program focuses on capacity building seminars which develop:
 - Organizational Leadership
 - Prosperous Leadership
 - Strategic Leadership
 - Public Leadership
 - Program Leadership

COMMUNITY LEADERSHIP

Board Member - 2025-Current

Healy Bisbee/Goar Park Lunches

Board Member - 2025-2026

Shepherd's Fold Child Care (Sierra Vista)

Generational Divides and Religion Advisor - 2024-Present

CoGenerate

Board Member - 2023-2024

Religion and Bible Society of the Rocky Mountain-Great Plains

Chief Regional Officer of the Rocky Mountain-Great Plains Region - 2022-2024

American Academy of Religion

Co-Coordinator of the Religious Studies Graduate Student Organization - 2016-2017

University of Iowa

- Shared coordinator role to lead the organization administratively, from helping to plan events, to helping secure funding, to recruiting for the department.

Graduate Student Senator for Religious Studies - 2015-2017

University of Iowa

- Represented Religious Studies interests in the campus-wide Graduate Student Senate.
- Participated in organizing the academic Jakobsen Memorial Conference.

Founder and President of Interfaith Action Group - 2013-2015

Wayne State College

- Created the first religious diversity club on Wayne State College's campus.
- Planned and coordinated speaking events throughout the year, including a panel discussion each semester.
- Successfully advocated for funding for campus-wide educational opportunities.

SELECTED PUBLICATIONS

- Fricke, Jeremy, and Wendy Goldberg. "Living Interfaith: Applying a Model of Religious Unity in the Workplace." In *Modeling Religious Pluralism: Cultivating Religious Equity in Today's World*, edited by Simran Jeet Singh, 165–174. Oxford: Oxford University Press, 2026.
- Fricke, Jeremy. (2018). *White Gods: Odin as the White Male Hope* (Master's Thesis). Available from ProQuest Dissertations and Theses Database. (UMI No. 10744718).
 - Inspired by the stories of Arno Michaelis and Pardeep Singh Kaleka (and various others) to be more directly involved with countering violent white supremacy, this thesis is a study of how a group of self-identified former white nationalist Odinists moved toward a more inclusive worldview.
- Fricke, Jeremy. Review of *Abusing Religion: Literary Persecution, Sex Scandals, and American Minority Religions*, by Megan Goodwin. *The Journal of Interreligious Studies* 45, no. 36 (2022): 104-105.

- Fricke, Jeremy. Review of Tyler D. Mayfield, Father Abraham's Many Children: The Bible in a World of Religious Difference. Anglican Theological Review 104 no. 4 (2022): 486–487.
<https://doi.org/10.1177/00033286221124097>
- Tri-Faith Initiative Perspectives Articles
 - I'm Done Being Welcoming: Raising the Bar for Interfaith Engagement
 - Stronger Religious Accommodation Requirements are Here: Are you Ready?
 - Religious Accommodations: Unanswered Questions in Patterson v. Walgreen Co.
 - Our Approach to Desperate Times Series (Tri-Faith Initiative Case for Fundraising During COVID-19)
 - Step One, Nurture Human Wellbeing
 - Step Two, Dismantle Stereotypes
 - Step Three, Communities in Community
 - Religious Accommodations: Questions Unanswered in Patterson v. Walgreen Co.
 - OPINION: Supreme Court Case on Funding for Religious Schools
 - Do the Unaffiliated Need a Voice?
 - The Longest Night

SELECTED PRESENTATIONS/WORKSHOPS/COURSES/CLASS LECTURES/CONSULTATIONS

(All developed and presented by Jeremy Fricke, with collaboration on a team)

Organizations Consulted With or Trained on Religious Diversity, Human Resources, or Academic Departmental Strategy

- Omaha Public Power District
- Omaha Chamber of Commerce
- John Deere
- Berkshire Hathaway Energy
- DISTek, Inc.
- Rowan University
- University of Nebraska, Omaha
- Creighton University
- Nebraska Children and Families Foundation
- Inclusive Communities
- OutNebraska
- Omaha Presbyterian Seminary Foundation
- Nonprofit Association of the Midlands
- Shepherd's Fold Daycare in Sierra Vista
- CoGenerate
- Dozens of Religious Institutions
- And many more
- References of consulting available upon request

Selected Presentations

Tri-Faith Initiative

(All below presentations, classes, and courses continue to be my property as well)

- For Universities
 - The Role of the "Nones" in Religion and Human Rights

- Religion Memes as Spirituality?
- Students in Flux: Understanding the Religious Shifts of Millennials and Gen Z
- The Religious Diversity Landscape
- Spotting and Stopping Religious Tropes
- For the Workplace
 - Groom and Dress Code as a Matter of Religious Pluralism
 - Religious Diversity for Professionals
 - Don't Get Stuck in Winter: Belonging for the Holidays
 - Getting (Un)Comfortable with Religion: Discussing Religion at Work
 - Navigating LGBTQ+ and Religious Diversity at Work
 - Spotting and Stopping Religious Tropes
- For the General Public
 - Is this a Christian Nation?
 - Religious Equity Seminar
 - A 2-day Seminar to understand how religious and ethno-religious communities have been historically marginalized in America, and what we can do about it.
 - Equitable Pluralism Workshop
 - A 1-day seminar to see the possibilities of a pluralistic America, based on a developed process using multiple tools developed by Jeremy Fricke [The Bridging Chart (modified from the Developmental Model for Intercultural Sensitivity), the 5Bs (an expansion on the 3B Framework to add "Becoming" and "Body")]
 - What is Religion?
 - The Samaritans: Past and Present
 - Lessons from Hagar with Jeremy Fricke
 - Telegrams, Graham Crackers, and the Return of Jesus
 - The Baha'i Faith
 - Spiritual Beings of Heaven and Earth
 - Angelic Beings of Abrahamic Traditions
 - Faith and Faiths from the Trans-Atlantic Slave Trade
 - Religious Freedom and the Islamic Mughal Empire
 - Love your Enemies? Science, Religion, and Our Drive for Compassion
 - Course: Abrahamic Religions in Dialogue - the Foundations of Judaism, Christianity, and Islam
 - A collaboration with the University of Nebraska, Omaha Religious Studies Department and the Department Chair Dr. Paul Williams
 - Course: Abrahamic Religions in Dialogue - the Crusades and the Holocaust
 - A collaboration with the University of Nebraska, Omaha Religious Studies Department and the Department Chair Dr. Paul Williams

From Just Us to Justice - a Snapshot of the Tri-Faith Commons

Presentation for National AAR Conference 2023

- Workshop presentation: This paper provides a snapshot of the Tri-Faith Commons project of the Tri-Faith Initiative and its partner communities, Temple Israel, Countryside Community Church, and American Muslim Institute. In the middle of the United States of America,

Omaha, Nebraska, four co-located organizations contend with the question of who is included in "Tri-Faith". Internalized antisemitism, international politics, and the radical leadership transition of partners losing their top leadership within one year of each other forces questions about the roles and responsibilities of leadership in the interfaith movement. Particular attention will be paid to the shift from a pseudo-fundamentalist strategy, prioritizing the supremacy of so-called "Abrahamic" religions (Judaism, Christianity, and Islam), to the recognition of monotheistic privilege and the religious and cultural expectation to put reputations on the line for marginalized religious communities (such as the Yezidis of Lincoln, Nebraska.) Interweaving ethnographic research through direct interviews of Tri-Faith Commons stakeholders alongside a critical theoretical lens, I will demonstrate the ways that certain methods of interreligious dialogue are molded, contended, and debated toward significantly different goals.

Cooperation in the Face of the Apocalypse: How the Far Right Has Co-opted the Model of Interreligious Dialogue

Presentation for National AAR Conference 2022

Presentation for Parliament of World Religions 2023

- Paper presentation on how interreligious dialogue is easily used in these far-right communities for countering stated goals of traditional interreligious and interfaith inclusion projects. At its core, this is a theoretically-framed ethnographic work on the far-right's use of inclusive rhetoric and interfaith dialogue to consolidate power in the face of an apocalyptic future.

I Have to Defend My People: Imagined Communities and the Evolutionary Psychology of Religion in Racist Odinism

2022

Presentation for AAR Rocky Mountain-Great Plains 2022

- Paper presentation to provide a snapshot of the combination of Scott Atran's theories of evolutionary psychology of religion with Benedict Anderson's "imagined communities" of nationalism, and how new insights can be applied to solitary white nationalist Odinism to better understand how community solidarity works in racist religious movements.

Atheism and the Interfaith Movement - Table Talk

2021

Fireside chat with Inclusive Communities and the Movement in Omaha for Racial Equity (MORE) in Omaha, Nebraska

- Fireside chat and facilitated dialogue with a general audience about the critiques, failures, and successes with involving non-religious people in interfaith action.

The Religious Diversity Proven Process

2021

Presentation held virtually at the Parliament of World Religions

- The Religious Diversity Proven Process is a model for understanding interreligious attitudes adapted by Jeremy Fricke, the presentation was to provide a practical model for educators on religious diversity to have a shared language about interreligious attitudes.

Tri-Faith Founders Panel

2021

Panel held virtually at the Parliament of World Religions

- The founders' panel was organized and strategized by Jeremy Fricke.

I Have to Defend My People: Imagined Communities and the Evolutionary Psychology of Religion in Racist Odinism

2020

Presentation cancelled due to COVID-19 for AAR Rocky Mountain-Great Plains

Heathenry: a New Religious Movement PechaKucha 20x20

2017

Presented at the National Czech and Slovak Museum & Library

- Utilized the PechaKucha 20x20 (20 Slides, 20 seconds each) format to introduce a public audience to a growing new religious movement.

Havamal Witches and Shieldmaidens: Feminist Perspectives in Heathenry 2016

Presented at the Jakobsen Memorial Conference at the University of Iowa

- Presented competing representations of feminist expression in Heathenry, especially along new political lines.

Tuesday Table: a Conversation with Jeremy Fricke

2016

Presented at the Wesley Center in Iowa City

- Discussed the difficulties and complexities of interviewing racists, and gave advice on how to combat racism in the community and family.

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

City of Bisbee logo

Board / Commission Membership Application

Please print clearly in ink or type

RECEIVED

SEP 15 2026

City Clerk's Office
City of Bisbee

Date of application

09/14/2026



Board interested to serve:

Other board or commission

- | | | |
|---|---|--|
| ☐ 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 | ☒ Tourism Marketing Advisory Committee |

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

Last name Underhill		First name Susan		Middle initial 	
Mailing address [REDACTED]		Number [REDACTED]	Street [REDACTED]	City Bisbee	State AZ
				Zip code 85603	

Residential street address

Telephone number(s)

Email address

I have been a resident of Bisbee for

0.5

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):**

See Attached Resume & Bio

Please provide a brief summary of Civic/Volunteer Experience:

Tumbleweeds - Nonprofit for Homeless Youth (Managed Print shop Tumbletees that trained youth in Sales, Customer Service & Screen Printing Techniques) Paid Employee

- Don't Drive One in Five - MAG (Maricopa Association of Governments Task Force) Came up with Strategies to combat Traffic Congestion in Metro Phoenix Area. (Industry Representative)

Rev 9/3/2026

Page 2

City of Bisbee logo

Other background information relevant to serving in this position

See Marketing Portfolio

I am qualified and interested in serving on this board because

I bring a valuable combination of education, corporate leadership, entrepreneurship, teaching, and community experience. Over a career spanning more than 25 years, I have led regional marketing and finance initiatives, managed multimillion-dollar budgets and teams, built and operated successful businesses, advised clients across industries, and taught business and marketing. My practical knowledge of strategy, financial literacy, compliance, workforce needs, and organizational leadership enables me to offer informed guidance, ask thoughtful questions, and help an advisory board turn ideas into measurable results.

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

Certification

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.

9/13/26, 6:25 PM

Print - Board / Commission Membership Application

Signature

Date

09/14/2026



When complete, please return to:

City Clerk Office 118 Arizona Street, Bisbee, AZ 85603

Email: nwilliams@bisbeeaz.gov

Rev 9/3/2026

Susan Underhill

Professional Work Experience

Teaching Credentials & Experience

Arizona CTE Business & Marketing Certification = 2025-2037

- Business / Marketing
- Entrepreneurial
- Financial Literacy
- Insurance

Substitute Teaching Certificate = 2013-2031

American Leadership Academy = 2025-2026 / Dual Enrollment for Cochise College

Adjunct Professor (Phoenix College) = 2013

Published Author = *"Sometimes You Gotta Lose the Mansion"* (Available on Amazon)

Entrepreneurship

Emerson Mansion = 7 years

- Renovated / Converted Historic Mansion in Denver into Bed & Breakfast
- Fully Operational 3 Months – 6 Standard Rooms & 1 Executive Suite.
- Achieved Top Google Search for Best Places to Stay in Downtown Denver.
- Ad placement & SEO Analytics.
- 85% Occupancy Rate & Profitable within 7 Months

Horace Mann Insurance Agency = 5 years

- Property & Casualty License (All 50 States)
- Life & Health (All 50 States)
- Medicare Certified (All 50 States)
- Series 63 & 64
- Arizona Real Estate License

Corporate / Consulting

- Allstate Insurance Company = 25 Years (Marketing & Finance)
 - Regional Marketing Director – 5 State Region (\$1Billion Revenue)
 - Budget of \$2.8 Million – 8 Employees
 - Compliance – 4 Employees
- MD Helicopters = 1 year; Total Transit
 - Five Trade Show Design & Activation / SWOT Analysis

Education

Master of Business Administration Degree

Thunderbird Global School of Management, Phoenix, AZ

Bachelor of Business Degree, Political Science/Psychology

University of Nebraska, Lincoln, NE

Susan Underhill

2026 Biography

In 2011, after +25 years of working for *Allstate Insurance* as Director of Marketing ... Susan developed a business plan, researched the market and landscape, leveraged her 401K/Pension, quit her job, packed up her belongings and traveled +900 miles to open a vacation retreat. A business offering total rejuvenation for females in need of an escape from the demands of balancing career with a personal life. Susan purchased the Emerson Mansion in downtown Denver and after several intense months of renovations, repairs and retrofitting the Mansion unlocked the gates and greeted her first arrivals.

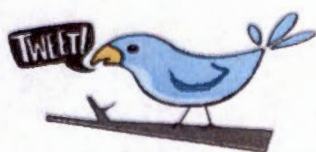
During her tenure, Susan developed online marketing strategies that earned top rankings in search results and reviews. Susan also built a partnership with *Booking.com*, helping the Emerson Mansion become a leading Denver destination.

In 2014, Susan sold the mansion and launched her marketing consulting firm, *A Girl Like Me, LLC*. During this time Susan wrote and published "*Sometimes You Gotta Lose the Mansion*". It can be found on Amazon and at the Bisbee Library. Susan's client list included:

- *MD Helicopters*
- *Total Transit*
- *Tumbleweeds*
- *Phoenix College as an Adjunct Professor*
- *Peak Processing / Steven's Associates*

In 2017, Susan opened a *Horace Mann Insurance Agency* leveraging her insurance knowledge gained over the +25 years at Allstate. Susan offered insurance and retirement solutions to the educator market. Home, Auto, Life, Supplemental Health, Annuities, and Medicare policies.

Then the pandemic hit, in 2020 Susan relocated to Bisbee to a cooler and less congested lifestyle. Susan purchased a home on Tombstone Canyon and spent the next several years renovating and adjusting to a more relaxing lifestyle. Susan, her significant other Scott and their 2 dogs; Sadie & Jackson are enjoying life in Bisbee. Susan has one son who is serving in the US Military stationed at Fort Campbell.



WhtWldSusanSay@twitter.com

"Starting your own business is tough. Get manicures, pedicures, change your lipstick color every season, keep your hair in style and buy a cool helmet."

Marketing Portfolio – Susan Underhill Examples

•New Business Development - *Director of Operations @ Emerson Mansion - 2012*

- Website – Online Reservation System Collaborated with Booking.com
- Leveraged Social Media & Effective Ad Placement
- Electronic Monthly Newsletter - Lowdown on LODO - May Edition
 - Brand Awareness
 - Co-Branded with Other Business to increase footprint in Denver
 - Pricing Points & Value Exceeded Competition

•Trade Show Design & Activation - *Marketing Consulting @ MD Helicopters - 2013*

- New Booth Design - Trade Show - Make Up 100% of their Marketing Budget
- Dated Tradeshow Booth - 2008
- Non-relevant & did not show case their state of art and patent designs.
- Iconic Feel & Added Brand Ambassadors
- Coordinated the logistics of set-up, hospitality suites & entertainment during show and tear down.
- Included delivery of 3 aircraft.

•SWOT Analysis /Cab Industry - *Marketing Consulting@ Total Transit – 2013*

- New Business Development – Cash Segment Versus Voucher Segment due to increased margins.
- Recognize Emerging Competitors – Uber, Lift
- Solution: Change the paradigm of a “transactional” model to a “relationship” model by focusing on consumer experience.

Weekend Package

\$500 Per Guest / Parties of Six = 1 Free Stay

Friday Night Arrival

Meet & Greet
Fitness Class
Cocktails & Food
Movie Night @
Mansion

Saturday

Fitness Class
Breakfast
Spa Treatment
Lunch
Urban Biking
Dinner @ LoDo

Sunday - Departure

Fitness Class
Brunch

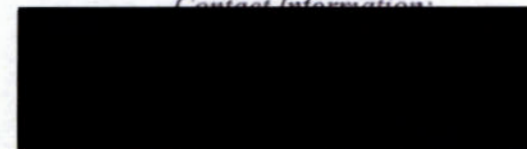


the Emerson Mansion

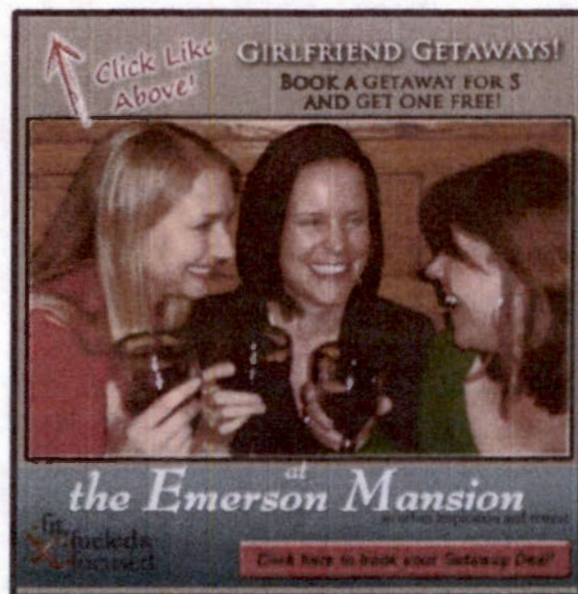
Operated by

fit, fueled & focused
an urban inspiration and retreat

Contact Information:



- On Site Exercise Facility – Instructor Led Classes
- Red Rocks Climb & Morrison Early Morning Breakfast
 - Spa Treatments
- On Site Bicycles
- Downtown Denver – LoDo within Walking Distance
- Explore Local Bistro's & Restaurants
 - Shopping
 - Night Life





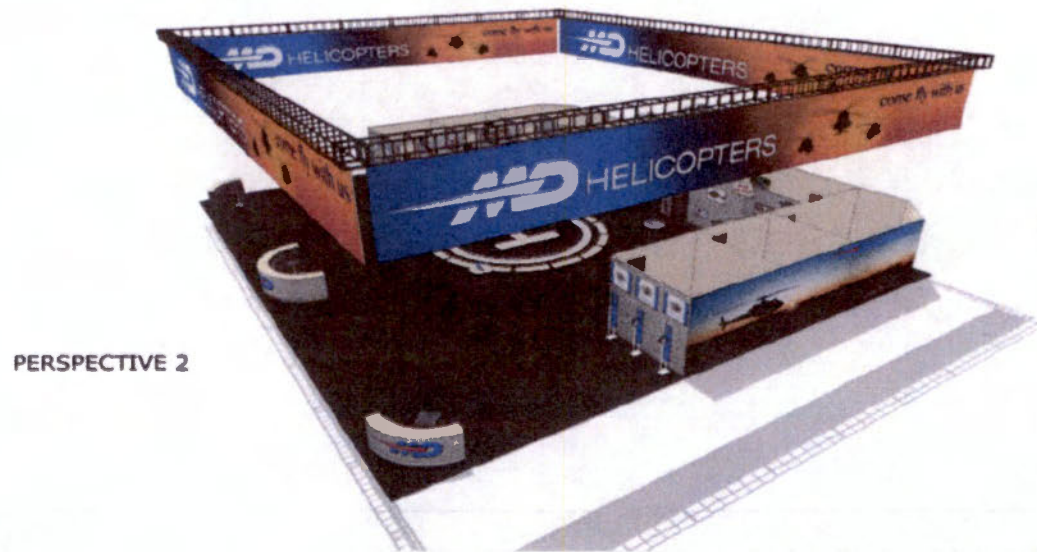
the fit, fueled & focused **LOWDOWN**
on **LODO**

Volume 1 Issue 3 May 2012

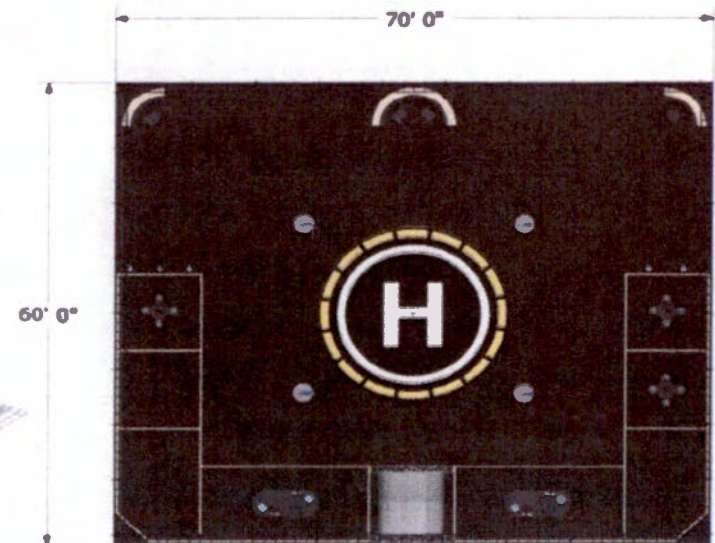
MD Helicopter – New Trade Show Design



PERSPECTIVE 1



PERSPECTIVE 2



Strengthens – Discount Cab

- One Brand Vs Multiple Brands
 - More Relevant & Up to Date
- Dominate Player in Crowded Field
 - Visible & Stand Out
 - Diversity in Fleet
- Changing the Cab Image
 - First to Capture Green Market
 - Short Term Advantage – Yellow Going Green
 - Newer / Relevant Fleet
 - Yellow Cab & Numerous Brands look dated – Not Vintage
 - Vehicles Are Equipped to Handle Disability Rides (Wheelchairs)
- Local First Movement
 - Corporate Structure
 - Pictures & Job Titles on Website
 - Community Partnerships are Broader
- Quality Control Programs
 - Driver Training & Safety Programs are more Robust - West Valley Driver Center
 - Lower minimum age of 23 versus 25.
 - Screening of Drivers is more Robust
- New Releases Vs Customer Testimonials
- Call Center / Dispatching -State of Art automation, software & operating systems

Opportunities – Relationship Versus Transactional

- Taxi - Green Is the New Yellow
 - Demographic Lifestyle Changes
 - More Urban: Work, Live, & Play in Urban
 - Beehive Effect – Less Encumbered – Lease / Not Own – Housing/Cars
 - Re-Paradigm Customer Loyalty Programs
 - Automatically Rewards without Cards, Discount Coupons
 - Flat Fees Versus Metered Rates
 - Broaden Footprint in Non-Arizona markets
- Corporate Travel & Entertainment
 - Corporate Accounts
 - Actively Pursue & Leverage Electronic Billing Capabilities
 - Order, Pay & Receive Acct Info On-Line (Different Brand – Uber.com)
 - Development of Customer Profiles (By Asking, Observing – Not Surveying)
 - Hotels / Resorts – Allow Customers to Bill Directly to their Room
- Non-Emergency Health
 - Increase Footprint in Voucher – Medicare/Medicaid
 - Aging Population
 - Increase in Medical Treatments due to lifestyle (Unhealthy & Tattoos)
 - Affordable Health Care Act
 - Non-ground Transportation

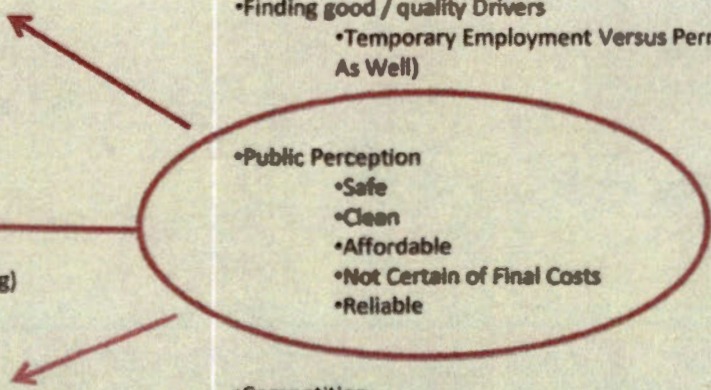
Weakness – Yellow Cab / AAA

- Yellow Cab is Top of Mind for Consumers
 - Turn It Around – Green is the New Yellow
- Multiple Brands
 - Ability to Circumvent / Diminish Customer Complaints / Problems
 - Consumer Confusion / Not as Accountable
 - Reliance on other Brands – Non Organic Growth of Market Share
- Lower Operating Margins



Threats:

- More Regulation
 - 2013 Initial Screening & Annual Mandatory Random Drug Testing
- Finding good / quality Drivers
 - Temporary Employment Versus Permanent – Changing Landscape (Benefit As Well)
- Public Perception
 - Safe
 - Clean
 - Affordable
 - Not Certain of Final Costs
 - Reliable
- Competition
 - Uber.com



Changing the Paradigm

Perception is everything and very hard to Change but You can

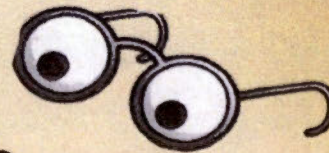
Taxi Serial Killer



<http://youtu.be/nbOesnvFYak>

Click the YouTube Hyperlink
to see the video on
YouTube.

Looking for ... A Girl Like Me?



Answering Phones – No Calls Go Unanswered
Setting Appointments
Following Up on Sales / Service Requests
Problem Solving
Scheduling & Calendar Management

Office Management
Ordering Supplies / Materials
Errands

Accounts Receivables
Vendor Payments
Proficient in Excel / QuickBooks
Debt Management

Marketing Tactics / Strategies
Creating Professional Proposals

Customize Costs & Services Based on Your Needs
By the Hour
By the Project
1099

Experience Matters

It should matter to you And it matters to me.

Who is a Girl Like Me?

Education

- MBA @ Thunderbird – AGSIM/ASU
- BA @ University of Nebraska

+30 Years in Fortune 500 Companies

- Allstate Insurance - Director of Marketing
- Horace Mann - Agency Owner
- MD Helicopters - Trade Shows / B2B Expos

Entrepreneur

- Emerson Mansion - Owner of Boutique B&B
- College Prep Instructor Dual Enrollment - American Leadership Academy & Cochise College

Marketing Wizard

Organized, Dependable & Detail Focus



Susan Underhill / 602-867-2122 / SeekingSuzan@gmail.com

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: October 6th 2026☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 29th 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☒ ORDINANCE ☐ FORMAL ACTION ☐ OTHER ☐

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-26-23: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, APPROVING THE TRANSFER OF BUDGET FUNDS WITHIN THE CITY OF BISBEE FISCAL YEAR 2025-2026 BUDGET.

FROM: Keri Bagley, Finance Director

RECOMMENDATION: Approve Resolution R-26-23

PROPOSED MOTION: I move to approve Resolution R-26-23 approving the transfer of budget amounts within the City of Bisbee for Fiscal Year 2025-2026 budget.

DISCUSSION: The adopted budget for fiscal year 2025 – 2026 included estimates of proposed expenditures by department and fund for the City. Not all expenses are known at the time the budget is developed. This resolution transfers budgeted amounts from departments/funds with excess budget to departments/funds with budget shortfalls as required by A.R.S. 42-17106(B) which states a government entity shall not incur or create a debt, obligation or liability in excess of amount stated. The statute allows for the governing body to transfer amounts between budget items to cover any over-expenditures. This is not taking funds from one department and giving to another, no actual funds are involved. This is adjusting the original budgeted amount to match expenditures.

FISCAL IMPACT: Not Applicable**DEPARTMENT LINE ITEM ACCOUNT:** See attached**BALANCE IN LINE ITEM IF APPROVED:** To be determined

Prepared by:

Keri Bagley
Keri Bagley,
Finance Director

Reviewed by:

Ashlee Coronado
Ashlee Coronado,
City Manager



Date: October 6th, 2026

To: Mayor & Council

From: Keri Bagley, Finance Director

RE: Explanation of Budget Transfers:

Honorable Mayor & Council,

The following provides an explanation of the budget overages to go with the budget transfer request.

Overall, the General Fund FY26 expenditures are approximately \$585,000 under what was estimated to be needed. However, within this fund there are six departments that exceeded their budget estimates due to unforeseen circumstances as follows:

- Mayor & Council exceeded budget by \$105. The Business Travel was about \$2,200 more than what was budgeted. The under expenditures on other account lines made up most of this overage but still left this budget slightly over expended.
- Admin & General Government exceeded budget by \$78,655. The Property, Casualty, Liability expense was \$35,000 more than anticipated. The final costs given to the city by our insurance provider are not known at the time the budget is prepared and is estimated off prior years but can change a little more drastically depending on what kind of year the insurance company had in terms of insurance claims. Aside from the insurance there was also a \$54,000 transfer to Capital Projects to help cover the shortfall in that fund which is still depending on the sale of the Hillcrest to city hall construction.
- Water Systems exceeded budget by \$16,049. There were pump and generator repairs and replacements that caused this department to go over budget.
- Information Systems exceeded budget by \$20,261. There were additional IT Personnel costs required to install security systems at the Police Department and Library and an outstanding bill from the prior year that needed to be paid.
- Parks exceeded budget by \$11,545. There were several account lines that exceeded the projected budget with the largest overage being water bills for the parks which was \$15,000 more than budgeted.

- Swimming Pool exceeded budget by \$21,238. There was about \$6,400 more than anticipated in salary and benefit expenses, another \$5,000 more than anticipated in electricity and \$6,500 more than anticipated in operational expense which includes pool supplies and repairs. Other smaller overages were in recruitment/employee testing, water utility, and equipment purchases.

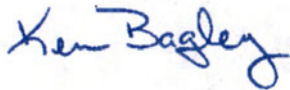
There are four funds outside the General Fund that require a budget transfer:

- The Airport exceeded the anticipated budget by \$2,725. This was in the fuel for resale account line. The cost of this is made up through sales.
- The American Rescue Plan Act (ARPA) fund exceeded budgeted expenditures by \$25,462. ARPA funds totaling \$1.7 million were distributed to the city in FY22 and FY23. What was budgeted to be spent in FY26 was what we thought would be left at the end of FY25 but more funds were leftover and are still being spent in the current fiscal year.
- The Debt Service Fund exceeded budget by \$77,329. This fund is used to make financing payments on vehicles, equipment and bond debt. Departments with these types of payments transfer funds into this fund to disburse the payments. Often departments budget for a capital purchase but end up financing. So, there may be funds budgeted in the departments for a purchase but not necessarily in the debt service fund for a financing payment. At the end of FY25, and after the FY26 budget was set, a financed purchase of an ambulance was made which was not included in the debt service budget.
- The Bus Fund exceeded budget by \$44,324. This fund added a Transit Manager position during FY26 that was not anticipated. Although the position was not budgeted for, most of the cost for this position is covered by the ADOT bus grant.

The contingency fund of \$150,000 was not needed in FY26 and will be used to cover the budget overages in the General Fund. For the funds outside the General Fund there are excess budgeted amounts in the General Government Grant fund which will be used to cover budget overages in the Airport, ARPA, Debt Service and Bus funds.

Thank you for your consideration,

Keri Bagley, Finance Director



520-432-6008

kbagley@bisbeeaz.gov

RESOLUTION R-26-23

A RESOLUTION OF THE MAYOR AND COUNCIL, CITY OF BISBEE, COCHISE COUNTY, ARIZONA, APPROVING THE TRANSFER OF BUDGET AMOUNTS BETWEEN GENERAL FUND DEPARTMENTS AND FROM THE GOVERNMENT GRANTS FUND TO THE AIRPORT FUND, ARPA FUND, DEBT SERVICE FUND AND THE BUS FUND

WHEREAS, the City of Bisbee has adopted a budget for Fiscal Year 2025 - 2026 that includes estimates of the proposed expenditures by department for the City; and

WHEREAS, pursuant to A.R.S. § 42-17106, a governing body may transfer monies between budget items provided that the monies are available; the transfer is in the public interest and based on demonstrated need; the transfer will not create any violation of the constitutional expenditure and revenue limits; and a majority of the members of the governing body vote in favor of the transfer; and

WHEREAS, this transfer of budget expenditure authority will allow the City to properly allocate expenditures within the various departments of the General Fund and from the Government Grants Fund to the Airport, ARPA, Debt Service and Bus Funds: and

WHEREAS, this transfer is in the best interests of the City of Bisbee and its citizens,

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Council, City of Bisbee, County of Cochise, State of Arizona hereby authorize the transfer in the amount of \$298,405 as follows:

\$105 from General Fund Contingency to Mayor & Council
\$78,700 from General Fund Contingency to Admin & General Government
\$16,100 from General Fund Contingency to Water Systems
\$20,300 from General Fund Contingency to Information Systems
\$11,600 from General Fund Contingency to Parks
\$21,300 from General Fund Contingency to Pool
\$2,800 from General Government Grants to Airport Fund
\$25,500 from General Government Grants to ARPA
\$77,500 from General Government Grants to Debt Service Fund
\$44,500 from General Government Grants to Bisbee Bus Fund

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Bisbee, this 6th day of October, 2026.

APPROVED:

Ken Budge, Mayor

ATTEST:

Nina Williams, Acting City Clerk

APPROVED AS TO FORM:

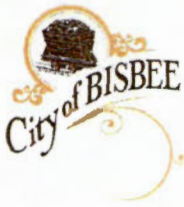
Joseph Estes, City Attorney

GENERAL FUND			
Department	Budget	Actual	Over/Short
Mayor & Council	54,328.00	54,432.71	(104.71)
City Manager	203,416.00	172,811.99	30,604.01
Finance	586,841.00	583,131.59	3,709.41
City Clerk	214,244.00	178,279.54	35,964.46
Community Development	322,083.00	281,827.99	40,255.01
Admin & General Gov't	393,809.00	472,464.18	(78,655.18)
Personnel	157,048.00	111,980.98	45,067.02
Legal Services	134,572.00	120,372.50	14,199.50
Water Systems	18,167.00	34,215.92	(16,048.92)
Information Systems	92,944.00	113,205.23	(20,261.23)
Police Department	3,094,563.00	2,901,484.11	193,078.89
Fire Department	3,374,272.00	3,263,044.53	111,227.47
City Magistrate	109,321.00	92,826.10	16,494.90
Cemetery	7,267.00	7,036.23	230.77
Building & Maintenance	275,492.00	228,041.71	47,450.29
Public Works Admin	200,030.00	199,153.75	876.25
Garage	218,263.00	208,481.10	9,781.90
Building Inspector	174,156.00	172,391.46	1,764.54
Parks	288,418.00	299,962.80	(11,544.80)
Swimming Pool	84,019.00	105,257.06	(21,238.06)
Library	326,234.00	296,823.53	29,410.47
Senior Citizens Center	26,991.00	23,905.47	3,085.53
Contingency	150,000.00	-	150,000.00
Totals:	10,506,478.00	9,921,130.48	585,347.52
Total of Short Funds:			(147,852.90)

GENERAL FUND TRANSFERS		
	To	From
Mayor & Council	105.00	
Admin & General Government	78,700.00	
Water Systems	16,100.00	
Information Systems	20,300.00	
Parks	11,600.00	
Swimming Pool	21,300.00	
Contingency		148,105.00
	148,105.00	148,105.00

OTHER FUNDS			
Department	Budget	Actual	Over/Short
General Government Grants	83,505,000.00	447,524.27	83,057,475.73
Public Safety Fire Grants	1,925,000.00	-	1,925,000.00
Transportation Grants	150,000.00	-	150,000.00
Camp Naco	5,110,279.00	3,048,770.59	2,061,508.41
Visitor Center	700,000.00	472,498.22	227,501.78
Streets	1,348,046.00	762,149.36	585,896.64
RICO	117,000.00	-	117,000.00
Bisbee Arts Commission	26,080.00	17,986.69	8,093.31
Housing Initiative	1,000,000.00	207,392.01	792,607.99
Miscellaneous Donations	1,026,000.00	8,815.17	1,017,184.83
Airport Fund	54,199.00	56,923.63	(2,724.63)
Police Special Rev & Grants	2,754,000.00	535,134.11	2,218,865.89
Sewer Fund	4,620,556.00	4,247,412.61	373,143.39
Sanitation Fund	1,586,868.00	1,218,917.52	367,950.48
Bisbee Public Works Grants	51,353,000.00	-	51,353,000.00
Queen Mine Fund	1,638,558.00	1,141,669.52	496,888.48
Miscellaneous Grants	1,657,250.00	6,056.66	1,651,193.34
American Rescue Plan Act	135,000.00	160,461.69	(25,461.69)
Debt Service Fund	1,451,886.00	1,529,214.97	(77,328.97)
Debt Service Fund - WWTP	625,900.00	617,355.73	8,544.27
Youth Program Fund	13,000.00	-	13,000.00
Bisbee Bus Fund	359,882.00	404,206.04	(44,324.04)
Capital Improvements Fund	410,000.00	31,915.38	378,084.62
Totals:	161,567,504.00	14,914,404.17	146,653,099.83
Total of Short Funds:			(149,839.33)

OTHER FUNDS TRANSFERS		
	To	From
Airport	2,800.00	
American Rescue Plan Act (ARPA)	25,500.00	
Debt Service Fund	77,500.00	
Bisbee Bus Fund	44,500.00	
General Government Grants		150,300.00
	150,300.00	150,300.00

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 10/06/2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: 09/24/2026REGULAR ☒ CONSENT ☐**TYPE OF ACTION:**RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: Discussion and possible approval of the acceptance of the Safety Enhancement Stipend (SES) Assistance Program awarded to the Bisbee Police Department in the amount of \$24,764 from the 100 Club of AZ. The funds will be used toward the purchase of Phazzer Enforcer Conducted Energy Weapons (Tasers) at a total purchase cost of \$25,693.20. The remaining balance of \$929.20 will be funded from the General Fund – Police Operational Expenses.

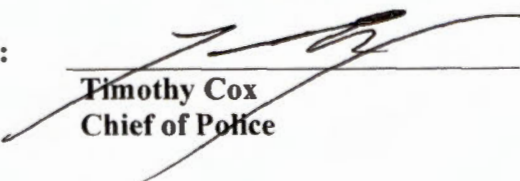
FROM: Timothy Cox, Chief of Police**RECOMMENDATION:** Recommend Approval.

PROPOSED MOTION: I move to approve the acceptance of the Safety Enhancement Stipend (SES) assistance program awarded to Bisbee Police Department in the amount of \$24,764 from the 100 Club of AZ. The funds will be used toward the purchase of Phazzer Enforcer Conducted Energy Weapons (Tasers) at a total purchase cost of \$25,693.20. The remaining balance of \$929.20 will be funded from the GF Police Operational Expenses.

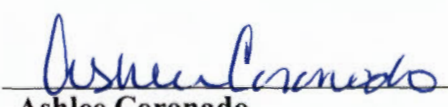
DISCUSSION: The 100 Club of Az's Safety Enhancement Stipend (SES) program was created in 2004 to provide assistance to public safety agencies for equipment to enhance the safety of officers. The Safety Enhancement Stipend program gives agencies the opportunity to obtain crucial safety equipment to keep their first responders safe. The Bisbee Police Dept applied for this assistance and was awarded \$24,764 towards the purchase of 18 Phazzer Enforcer Conducted Energy Weapons (Tasers).

FISCAL IMPACT: \$25,693.20**DEPARTMENT LINE ITEM ACCOUNT:** 5340-30006 \$24,764 / 1062-46000 \$929.20**BALANCE IN LINE ITEM IF APPROVED:** N/A

Prepared by:


Timothy Cox
Chief of Police

Reviewed by:


Ashlee Coronado
City Manager



BISBEE POLICE DEPARTMENT
TIMOTHY COX, CHIEF OF POLICE
#1 HIGHWAY 92 • BISBEE, ARIZONA 85603
(520) 432-2261 • FAX: (520) 432-6058
COBPOLICE@BISBEEAZ.GOV

MEMORANDUM — Sole-Source Justification

To: City of Bisbee Finance Department, Procurement Review

From: Timothy Cox, Chief of Police, Bisbee Police Department

Date: September 23, 2026

Re: Sole-source justification for purchase of Phazzer Enforcer CEW, 100 Club of Arizona Safety Enhancement Stipend for the 3rd Quarter 2026

1. Description of the procurement. This request is for purchase of Phazzer Enforcer Conducted Energy Weapons, and all required training and equipment estimated at \$25,693.20, to be purchased using funds from 100 Club of Arizona Safety Enhancement Stipend for the 3rd Quarter 2026.

2. Basis for noncompetitive procurement. This procurement is justified under 2 CFR 200.320(c)(1) — the item is available only from a single source. Phazzer is the sole manufacturer of the Phazzer Enforcer, which is required to meet the requirements of law enforcement to provide alternative, less-than-lethal equipment to officers. Such items provide for officer and public safety while being able to control difficult situations which require a less-than-lethal means of force. The Bisbee Police Department's limited funding dictates a need to purchase affordable and reliable equipment without excessive costs.

3. Market research performed. A search of known police equipment suppliers confirmed no functionally equivalent alternative is currently available that meets the requirement described above.

4. Price reasonableness. The quoted price of \$25,693.20 was compared against Axon, the only other known supplier of CEW's and is determined to be fair and reasonable.

5. Approval.

Requested by: Timothy Cox Timothy Cox, Chief of Police, Bisbee Police Department

Reviewed and approved by: _____ Keri Bagley, Finance Director, City of Bisbee _____ (Date)



"We Stand with Our Officers and Firefighters on the Frontline."

September 21, 2026

**CELEBRATING 50
YEARS OF
SERVING THE
PUBLIC SAFETY
COMMUNITY**

**2026 BOARD
OF DIRECTORS**

CHAIR
Gerald Deetz

VICE CHAIR
Amy Hysell

SECRETARY
Rebekah Browder

TREASURER
Chris Wodarczyk

Suhas Chauhan
Ed Dresselhuys
Morris Friedman
Rich Ganley
Christopher Petrie
Reda Riddle-Bigler
Joe Scheld
Anup Shah
Cathy Smith

MAIN OFFICE
333 N. 44th Street
Phoenix, AZ 85008
602.485.0100

INFO@100CLUB.ORG
WWW.100CLUB.ORG

Police Chief Tim Cox
Bisbee Police Department
1 Highway 92
Bisbee, AZ 85603

Dear Chief Cox,

The 100 Club is pleased to announce Bisbee Police is a recipient of the 100 Club of Arizona's Safety Enhancement Stipend Awards for the 3rd Quarter 2026.

The Committee approved your request in full and awarded **\$24,764.00** for PhaZZer Conducted Energy Devices.

IMPORTANT NEXT STEPS FOR REIMBURSEMENT

Step 1: Order Equipment and Pay for your equipment

Step 2: Go to www.100club.org Complete the SES Questionnaire Report and Upload Documents:

- A copy of the check used for the purchase
- Paid invoices that clearly show payment was made and a zero balance remains.

The 100 Club will verify that expenses match the originally approved request. Reimbursement will not exceed the awarded amount or the invoice total.

Deadline: A stipend report will be due by December 31, 2026 or before applying for another stipend in the same year

Payment Delivery Options:

- Mail Check to address confirmed in SES Questionnaire Report
- Electronic Payment through Bill.Com- Confirm Email Address for Bill.com
- 100 Club Check Delivery and Photograph.

If you have any questions, please call or email Erin Purce, Agency Program Manager at 480-588-8818 or Erin@100club.org.

Sincerely,

Melissa Kowalski

Chief Executive Officer



Supplier Address

30 N. Gould St Suite 5368
Sheridan, WY 82801

Billing Information

Deputy Chief of Police Jay Ritchie
Bisbee Police Department
1 Highway 92
Bisbee, AZ 85603
United States of America
520-366-2913
jritchie@bisbeeaz.gov

Quote

Quote Date : 22 Sep, 2026
Quote No : #203591-22-09-2026
Expiration Date : 22 Oct, 2026
Payment Method :
Shipping Method : Ground Advantage

Supplier Email & Phone

sales@phazzerus.com
833-742-9937

Shipping Information

Deputy Chief of Police Jay Ritchie
Bisbee Police Department
1 Highway 92
Bisbee, AZ 85603
United States of America
520-366-2913
jritchie@bisbeeaz.gov

Product Image	Product Name	Price	Qty	Total
	PhaZZer Enforcer LEA Premium Package - Black SKU: 1-LEPD-BLK Includes: PhaZZer Enforcer LEA Premium Package - Black Includes: • PhaZZer Enforcer CEW- Black • Rechargeable Battery • AC Adapter • 2-21' New Design Dart Pro Cartridge • 21' New Design Training Cartridge • Hard Case • Level II Ambidextrous Duty Belt Holster • Single Cartridge Pouch • Manual • 5 Year Full Replacement Warranty • This Package is Eligible for TASER Trade-In Special Warranty: 5 Years	\$1,471.55	18	\$26,487.90
	PhaZZer Training - Instructor Training Certification SKU: 1-TRN-INST Includes: PhaZZer Training - Instructor Training Certification (2 Year Certification)	\$600.00	1	\$600.00
 IMAGE COMING SOON	NEGATIVE VALUE TRADE IN TASER® X2 LEA Model (Used Double Shot CEW) SKU: 1-TSRX2-TI Includes: TASER® X2 CEW - Fully Functional Law Enforcement Grade Weapon - Must Include [Duty Holster] Battery Any Other Accessories Warranty: 1 Years	-\$120.00	15	-\$1,800.00
Sub-total :				\$25,287.90
Shipping :				\$405.30
Order total:				\$25,693.20

Quote Notes - From Customer

Note: This quote is valid for 30 days from date listed above. Shipping rates may vary.
<https://phazzerus.com> | sales@phazzerus.com | 833-742-9937

User	Date	Notes
Jay Ritchie	22 Sep, 2026	

Note: This quote is valid for 30 days from date listed above. Shipping rates may vary.
<https://phazzerus.com> | sales@phazzerus.com | 833-742-9937



Solicitation Number: 092722

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Phazzer LLC, 30 N. Gould St., Suite 5368, Sheridan, WY 82801 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Conducted Energy Weapons from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 21, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. ***Umbrella Insurance.*** During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. ***Network Security and Privacy Liability Insurance.*** During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

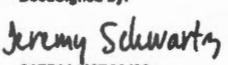
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

092722-PZR

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

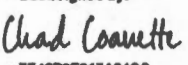
Phazzer LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 11:14 AM CST

DocuSigned by:

By: 82CEB82488B54B5...
Diana B. Robinson
Title: Sales/Compliance
Date: 11/18/2022 | 10:20 AM EST

Approved:

DocuSigned by:

By: 7E42B8F817A84CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/18/2022 | 10:12 AM CST

RFP 092722 - Conducted Energy Weapons

Vendor Details

Company Name: Phazzer LLC
Address: 30 N. Gould St
Suite 5368
Sheridan, Wyoming 82801
Contact: Diana Robinson
Email: sales@phazzerus.com
Phone: 402-913-6035
Fax: 402-913-6035
HST#: 84-3937272

Submission Details

Created On: Tuesday August 09, 2022 14:39:13
Submitted On: Tuesday September 27, 2022 16:12:44
Submitted By: Diana Robinson
Email: sales@phazzerus.com
Transaction #: 4ce36917-633c-4b18-a056-43d265e6c91d
Submitter's IP Address: 72.184.28.158

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Phazzer LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	FRZ3M6MUKR25
5	Proposer Physical Address:	30 N. Gould St Suite 5368 Sheridan, WY 82801
6	Proposer website address (or addresses):	www.phazzerus.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Diana B. Robinson Sales/Compliance 339 Lancaster Dr. Davenport, FL 33897 (402) 913-6035 or (307) 763-9097 Controller@phazzerus.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Diana B. Robinson Sales/Compliance 339 Lancaster Dr. Davenport, FL 33897 (402) 913-6035 or (307) 763-9097 Controller@phazzerus.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Phazzer LLC has been in business since Dec. 2019. The Phazzer brand, however, has been around since 2009. See attached Company Profile Document for a full description of Phazzer LLC.
11	What are your company's expectations in the event of an award?	If Phazzer LLC is awarded the contract we would expect to start providing CEW's and other accessories to the Agencies that need them. To build great customer relationships with the agencies using our products. There are no other expectations.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Phazzer LLC is a privately owned LLC. Please see attached financial statement and other supporting financial documents. We recently won a contract with the state of Washington in the single shot and disarming categories. I have recently bid the state of Georgia in the single shot category of CEW's.
13	What is your US market share for the solutions that you are proposing?	Phazzer LLC's US market share is minimal at this time due to the competitor having a monopolistic hold in the industry for so long. We would like to offer fair competition to the customers by providing comparable products that will fit within agency budgets. There are approx. 200 agencies currently using the Phazzer brand worldwide and climbing.
14	What is your Canadian market share for the solutions that you are proposing?	We do not have a Canadian presence at this time. We have a Canadian representative that will deal with Canadian entities on our behalf.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. The products would be delivered direct by Phazzer LLC. The employees are all members of the LLC with ownership percentages. We do not have a service team as our product warranty is full replacement for any defective issue. We are prepared to bring on dealers and distributors as our business grows and have been contacted by many suppliers across the U.S. that are Drop ship affiliates but want to become Distributors in the future.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no licenses or certifications required to be held.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	None
20	What percentage of your sales are to the governmental sector in the past three years	Approx. 90% of all sales are to Government/ Law Enforcement.
21	What percentage of your sales are to the education sector in the past three years	Approx. 2% of all sales are to the Education sector. We expect this percentage to rise as our brand and name become more recognized.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently won a contract with the state of Washington in the single shot and disarming CEW categories. There is no set sales volume for this contract. The contract was awarded in July 2021. See attached contract. I have recently bid the state of Georgia in the single shot CEW category to be awarded in mid Oct.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Hawkins County Sheriff's Office	Butch Gallion	(423) 272-6968
Steuben County Sheriff's Office	Brad Kline	(260) 668-1000 Ext 5000
Mission Police Department	Teodoro (Ted) Rodriguez	(956)-584-5144

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Bradenton Police Department	Government	Florida - FL	Provided CEW's and accessories to the Agency	72 Premium Packages Enforcer	\$83,800.00
Madison County Sheriff's Office	Government	Tennessee - TN	Provided CEW's and accessories to the Agency	43 Premium Packages, Enforcer and 500 pc of 25' cartridges	\$50,626.00
Mission Police Department	Government	Texas - TX	Provided CEW's and accessories to the Agency	165 Premium Packages Enforcer With Data Port	\$199,601.00
Hawkins County Sheriff's Office	Government	Tennessee - TN	Provided CEW's and accessories to the Agency	75 complete sets Enforcer	\$60,173.36
Cameron Parrish Police Department	Government	Louisiana - LA	Provided CEW's and accessories to the Agency	55 Premium Packages, Enforcer and 125 pc of 21' dart cartridges, training	\$67,700.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Our sales force at this time are employees that are also members of the LLC
27	Dealer network or other distribution methods.	Phazzer LLC deals with customers directly. There are several drop ship affiliates throughout the U.S. that orders can be placed through also. We are prepared to bring on authorized Distributors once our business grows. We have one authorized Distributor in Puerto Rico.
28	Service force.	N/A Phazzer LLC doesn't have a service force as our warranty is full replacement of any defective unit. Our
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process is through our website at www.phazzerus.com . We encourage agencies to register on the site before ordering to receive a 5% discount across the board for and LEA or Govt entity. Once registered, they can generate quotes, place orders or gather necessary information about our products. Once an order is placed it is usually shipped within 48 hrs. The website will alert the customer of when the order was shipped and provide tracking details of the shipment. Customer can pay by PO or Credit card.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Phazzer LLC provides customer service through our phone line that is forwarded to numerous employees at the same time so the calls rarely go unanswered. Our warranty policy is full replacement within 48 hrs of establishing the defective nature. We are known for great customer service and take pride in our customer satisfaction rate.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Phazzer LLC is able and willing to provide our products to participating Sourcewell entities in the U.S.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Phazzer LLC has a representative in Canada that will be supplying any Canadian entity that orders through us.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded this contract Phazzer LLC would put out a press release announcing the award of the contract. Phazzer LLC will also advertise the award on the website, in Social Media and the Media in general.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance the marketing effectiveness of this contract with the consent of all parties involved we would use the following tools and methods: Post a message on the PhaZZerUS.com website and our social media platforms welcoming the agency to the PhaZZer family. We would ask to share the TNE form / PDF from that agency to our website and share it on social media. We would like to do a press promoting the newest agency to join the PhaZZer Family. If a press release is done, we would do a writeup on the PhaZZerUS.com website promoting the press release and also share the writeup on social media. We would ask for the agency to provide us product reviews and testimonials to allow us to share on the website and social media To help with visual appearance and SEO we would ask to use the agency logo for usage on the website and tag the image with the agency name along with the other metatags and descriptions that will emphasize the PhaZZer name and products used by that agency. If the agency were to be willing to do a live demonstration and allow us to either record it or have them share their videos of the demonstration we would like to share that on our website, social media as well YouTube.com
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We at PhaZZer believe that any entity that is willing to work hard and provide a valuable resource to help us help our Law Enforcement Agencies (LEA), that entity would make a great asset and ally. We believe that if Sourcewell is able to put the PhaZZer branded products in front of LEA's and help convert RFP's to sales then we will welcome them into our PhaZZer family and ask that you continue to help us help our fine LEA's that protect us each and every day. We would welcome a mutually beneficial relationship.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Phazzer LLC offers Senior Instructor, Instructor and user training. Once the training is ordered on the website, a link with the study materials and written portion of the training is sent to the purchaser. This portion is done by the purchaser at their own pace and on their own time. We found this to be useful as they do not have to miss work to complete this portion. Once the written portion is complete and turned in, our Master trainer will contact the student to schedule the practical. The practical can be completed over Zoom or in person which will be based on the availability of the user and the trainer. If the trainer has to travel for in person training, there may be costs involved. The cost will be determined at that time. Training is not required but is highly recommended as you must have Phazzer training certificate to be represented in court should an incident occur using our CEWs. Pricing for the training is on the Sourcewell Price Sheet
41	Describe any technological advances that your proposed products or services offer.	Phazzer LLC is currently working on several advancements to our products. This information is proprietary and confidential, but can be discussed in the future.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Phazzer LLC is the only company in this industry that offers a disarming CEW. The Phazzer Force has a disarming ripcord that when pulled from the weapon disarms the unit so the person can not turn the CEW back on to the user. This is great for Corrections or any situation where you may be outnumbered. The Phazzer Enforcer has a safety shutdown circuit that will shut down the unit after three 5 second trigger pulls, following the recommendations of the AAEM of no more than 15 seconds into a body in a 24 hr. period to avoid over exposure. This gives the user a mental awareness that the maximum recommended exposure has been reached. This feature can be overridden by a simple recycle of the the safety switch if need be. There have been no deaths to date associated with our CEWs.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The only restriction that warranty does not cover is misuse of the CEW
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. There is not any warranty repair. Our warranty is full replacement.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our warranty is full replacement.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A
51	What are your proposed exchange and return programs and policies?	We do not offer refunds. We offer credit for any returns.
52	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are payment due at time of order or PO with terms payment due no later than 30 days after receipt of their order. Payment methods: Credit Card, Check or Direct Deposit (ACH)
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The standard transaction documents are a printed invoice and a W-9 form along with Direct Deposit instructions/wire instructions for each order. See attached.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	I am not familiar with P-Card, but we are open to add any type of payment process to satisfy the customer if it is compatible with our system.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see the attached price list for SKU, MSRP price and Sourcwell price.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounted rate is 5% off MSRP
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer Taser Trade ins one for one at \$50 for the X26E and X26P and \$100 for the X2. The Taser trade ins must be fully functional and must have a holster.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight and shipping cost will depend on the size of the order and will be shipped by USPS or UPS based on size and weight. Shipping will be calculated at the time of the order.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping to Hawaii and Alaska will be USPS or UPS. Canadian orders will be shipped directly from Taiwan or USA with a 45-60 day export license approval wait time.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Phazzer LLC will incorporate a special area for Sourcewell customers to login and place their orders which will have the special pricing for the customers on the website. This will keep all sales separate from the public sales. We will then be able to keep track of all Sourcewell sales that way.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We would just track the sales on our website to measure our success.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Phazzer would be willing to pay a 1% administrative fee of all sales to Sourcewell for any sale that was as a direct result of winning this bid.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering a single shot CEW (Enforcer) with rechargeable battery, ambidextrous 160 Lumen LED light, laser sight, rubberized three finger grip, with built in safety shutdown circuit which prevents over exposure, with data port, which time and date stamps all usage. We are offering a single shot CEW (Force) that has a safety disarming ripcord that will disable the unit if the ripcord is pulled from the weapon preventing anybody from turning the weapon on the user if it is taken from them, rechargeable magazine battery, We are offering a level II ambidextrous duty belt holster and single and double cartridge pouches. We are offering dart cartridges at 15', 21' and 25'. Training cartridges at 21' and a training alligator clip cartridge. We are offering a wireless data port receiver that works in conjunction with the data port Enforcers. we are offering training for senior instructors, instructors and users. We are offering extended warranties of two and four years in addition to the one year warranty that is included with all of our products. Please see attached product descriptions.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Devices and tools which deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject;	☒ Yes ☐ No	We offer the Phazzer Enforcer CEW as single shot and the Phazzer Force as single shot with disarming ripcord. See attached for full description.
72	Parts and accessories, including belts, holsters, pouches, batteries, replacement cartridges, designed for duty deployment of the above devices described in Line 71 above, along with systems and applications which assist in managing, maintaining, and recovering data from the device;	☒ Yes ☐ No	We offer Level II ambidextrous duty belt holster with rotating hood, rechargeable Ion Lithium Batteries, Dart Cartridges in 15', 21' and 25' and Cartridge Pouches in single and double. We have a wireless USB Data Port Receiver that is sed in conjunction with our Data Port Enforcers. Full description is attached. Alligator clip Cartridge for training purposes.
73	Related services, including maintenance, repair, training, service, and maintenance agreements.	☒ Yes ☐ No	Related services we offer is training for Senior Instructor, Instructor and user. There is no service or repair as we have a warranty of full replacement.

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Do your products have any state or federal authorizations for use?	Yes
75	Do your products meet any nationally recognized law enforcement standards (e.g. Department of Justice – DOJ or National Institute of Justice – NIJ) or security standards (e.g. Criminal Justice Information Services – CJIS)?	Our products meet all of the Law Enforcement Standards of the DOJ, CJIS and NIJ.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Price Sheet.xlsx - Tuesday September 27, 2022 15:55:18
 - [Financial Strength and Stability](#) - Phazzer Overview 2022.docx - Tuesday September 27, 2022 16:04:46
 - [Marketing Plan/Samples](#) - Phazzer Enforcer Spec Sheet VA bid.pdf - Tuesday September 27, 2022 16:03:06
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Phazzer LLC Warranty Policy 2022.docx - Tuesday September 27, 2022 15:31:33
 - Standard Transaction Document Samples (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Diana Robinson, Member, Phazzer LLC

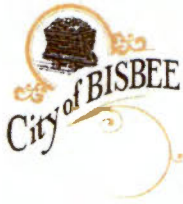
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Conducted_Energy_Weapons_RFP_092722 Mon September 19 2022 04:33 PM	☒	1
Addendum_1_Conducted_Energy_Weapons_RFP_092722 Wed August 17 2022 03:13 PM	☒	1

AGENDA ITEM NUMBER 9**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: 10/06/2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: 09/24/2026REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: Discussion and possible approval of the Governor's Office of Highway Safety Grant in the amount of \$31,700 2027-405d-008 DUI/Impaired Driving Enforcement Overtime and including related materials and supplies (PBT's).

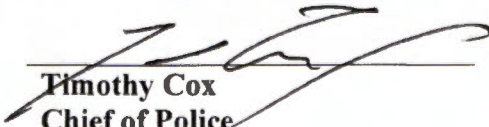
FROM: Timothy Cox, Chief of Police**RECOMMENDATION:** Recommend Approval.

PROPOSED MOTION: I move to approve the Governor's Office of Highway Safety Grant in the amount of \$31,700 2027-405d-008 DUI/Impaired Driving Enforcement Overtime and including related materials and supplies (PBT's).

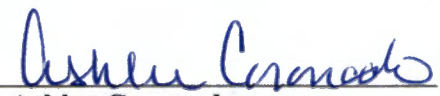
DISCUSSION: The Bisbee Police Department will conduct targeted and routine patrols to identify, apprehend, and prosecute impaired drivers. Enforcement activities will be conducted in partnership with prescribed deployment dates through designated DUI task force operations, with additional emphasis on periods coinciding with special events in the City of Bisbee. A total of \$31,700 was awarded to support the costs associated with these enforcement activities, including overtime and related materials and supplies (PBT's).

FISCAL IMPACT: \$31,700.00**DEPARTMENT LINE-ITEM ACCOUNT:** 53-40-30008**BALANCE IN LINE ITEM IF APPROVED:** N/A

Prepared by:


Timothy Cox
Chief of Police

Reviewed by:


Ashlee Coronado
City Manager

Chief Timothy Cox
Bisbee Police Department
1 State Highway 92
Bisbee, Arizona 85603

PROJECT REFERENCE:

Grant Agreement Number: 2027-405d-008
Total Estimated Costs: \$31,700.00
Purpose of Project: DUI/Impaired Driving
Enforcement Overtime, and Related Materials and
Supplies (PBTs)

Dear Chief Cox:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Ashlee Coronado, City Manager, City of Bisbee as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.		
FAIN: 69A3752730000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Bisbee Police Department	GOHS GRANT NUMBER: 2027-405d-008	
ADDRESS 1 State Highway 92, Bisbee, Arizona 85603	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT City of Bisbee	AGENCY CONTACT: Bradley Nash	
ADDRESS 118 Arizona Street, Bisbee, Arizona 85603	3. PROJECT TITLE: DUI/Impaired Driving Enforcement Overtime, and Related Materials and Supplies (PBTs)	
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies (PBTs) to enhance DUI/Impaired Driving Enforcement throughout the City of Bisbee.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2027	
I. Personnel Services	\$21,000.00	
II. Employee Related Expenses (40%)	\$8,400.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$2,300.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$31,700.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2027
CURRENT GRANT PERIOD	FROM: 10-01-2026	TO: 09-30-2027
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$31,700.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 15

Total Population in city/town or county: 5,209

Total Road Mileage: Highway: 10 Local: 62 Total: 72

	2024	2023	2022
Total Crashes	109	124	138
Total Injury Crashes	6	4	10
Total Fatal Crashes	0	1	0
Total Impaired-related Crashes	0	1	1
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	4	2	6
Total Speed-related Serious Injuries	1	2	0
Total Speed-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒**Agency Problem/Attempts to Solve Problem:**

Impaired driving enforcement remains a consistent public safety concern within the Bisbee area. The department averages approximately 30 DUI arrests annually, demonstrating the continued presence of impaired drivers operating within the jurisdiction. State Route 80 and State Route 92 experience regular traffic from commuters, tourists, commercial vehicles, and cross-border travelers traveling through the region. The Old Bisbee district contains multiple bar establishments and serves as a primary destination for residents and tourists. Additionally, permits for organized community events within the district, including designated outdoor areas where alcohol consumption is permitted, are often approved. These events increase alcohol consumption within a concentrated area and increase the likelihood of impaired drivers leaving the district and traveling onto nearby roadways due to the lack of available transportation alternatives like Uber and taxis. While Bisbee has not experienced recent traffic fatalities in which impairment was a contributing factor, the department views this as the result of proactive enforcement and continued DUI prevention efforts. Maintaining this proactive approach is critical given the increased risk factors associated with tourism, large public events, alcohol-serving establishments, and limited transportation options.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies (PBTs) to enhance DUI/Impaired Driving Enforcement throughout the City of Bisbee.

How Agency Will Solve Problem with Funding:

The Bisbee Police Department will conduct targeted and routine patrols to identify, arrest and prosecute impaired drivers. This will be conducted through prescribed deployment dates, specific DUI task force operations, as well as additional dates that coincide with special events particular to the Bisbee area. In conjunction with the stated patrols, the department will participate in various community events to educate the public and curve impaired drivers prior to them getting behind the wheel.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 100% from 0 during calendar year 2025 to 0 by December 31, 2027.

To decrease the number of serious injuries in impaired driving-related crashes 100% from 0 in calendar year 2025 to 0 by December 31, 2027.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 0 in calendar year 2025 to 0 by December 31, 2027.

Grant Agreement Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2027.

To participate in a minimum of 2 DUI task force operations per quarter during FFY 2027.

Additional Grant Agreement Objectives:

1. Assist surrounding agencies in detection and apprehension of impaired drivers. This assistance includes providing phlebotomy services and documentation of impaired driver investigations.
2. Engage in aggressive community education to inform drivers of the dangers of drinking and driving.

The holiday's enforcement mandatory details include: St. Patrick's Day, Cinco de Mayo, Memorial Day, Independence Day, Labor Day, Halloween, and the Thanksgiving through New Year's details.

Note: Any enforcement details requested outside of the holidays listed above must receive prior approval from the GOHS Director. A "Special DUI Detail Form" must be submitted at least one (1) week in advance for review. Additionally, your agency must ensure that funding will not be depleted and funding is available during the grant cycle for the holidays listed above.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies (PBTs) to enhance DUI/Impaired Driving Enforcement throughout the City of Bisbee.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Bisbee Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Bisbee Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays enforcement mandatory details include: St. Patrick's Day, Cinco de Mayo, Memorial Day, Independence Day, Labor Day, Halloween, and the Thanksgiving through New Year's details.

Note: Any enforcement details requested outside of the holidays listed above must receive prior approval from the GOHS Director. A "Special DUI Detail Form" must be submitted at least one (1) week in advance for review. Additionally, your agency must ensure that funding will not be depleted and funding is available during the grant cycle for the holidays listed above.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Bisbee Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: **PBTs**

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Bisbee Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Grant agreement.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Bisbee Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2026)	January 30, 2027
2nd Quarterly Report and RCI (January 1 to March 31, 2027)	April 20, 2027
3rd Quarterly Report and RCI (April 1 to June 30, 2027)	July 20, 2027
4th Quarterly Report and RCI (July 1 to September 30, 2027)	October 15, 2027
Final Statement of Accomplishments	October 15, 2027

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Timothy Cox, Chief, Bisbee Police Department, shall serve as Project Director.

Bradley Nash, Sergeant, Bisbee Police Department, shall serve as Project Administrator.

Andrea Lopez Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference

\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$21,000.00
II.	Employee Related Expenses (ERE 40%)	\$8,400.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies PBTs	\$2,300.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$31,700.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Bisbee Police Department shall absorb any and all expenditures in excess of \$31,700.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
20-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);

- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant

Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more

than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Timothy Cox, Chief
Bisbee Police Department

***Signature of Authorized Official of
Governmental Unit:***

Ashlee Coronado, City Manager
City of Bisbee

Date

Telephone

Date

Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)

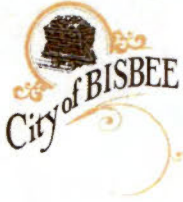
1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|--------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$31,700.00</u> |
3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
 by State Official responsible to Governor for the
 administration of the State Highway Safety Agency

**J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative**

Approval Date



AGENDA ITEM NUMBER 10

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 10/06/2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: 09/24/2026

REGULAR ☒

CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐

ORDINANCE ☐

FORMAL ACTION ☒

OTHER ☐

SUBJECT: Discussion and possible approval of the Governor's Office of Highway Safety Grant in the amount of \$31,360 2027-PTS-011 STEP Enforcement Overtime including employee related expenses (Selective Traffic Enforcement Program).

FROM: Timothy Cox, Chief of Police

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move to approve the Governor's Office of Highway Safety Grant in the amount of \$31,360 2027-PTS-011 STEP Enforcement Overtime including employee related expenses (Selective Traffic Enforcement Program).

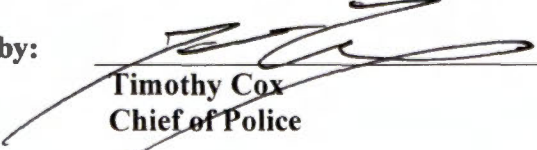
DISCUSSION: Traffic safety continues to be a major concern within the City of Bisbee. Speeding, aggressive driving, contribute to collisions that result in injuries and fatalities. The Arizona Governor's Office of Highway Safety (GOHS) has made available grant funding through its Police Traffic Services/Selective Traffic Enforcement Program to support local law enforcement agencies in addressing these issues. The grant provides resources for personnel services/ERE's, materials and supplies, and capital equipment.

FISCAL IMPACT: \$31,360.00

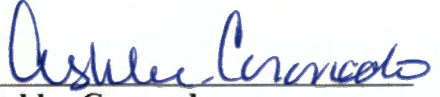
DEPARTMENT LINE-ITEM ACCOUNT: 53-40-30008

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:


Timothy Cox
Chief of Police

Reviewed by:


Ashlee Coronado
City Manager

Chief Timothy Cox
Bisbee Police Department
1 State Highway 92
Bisbee, Arizona 85603

PROJECT REFERENCE:

Grant Agreement Number: 2027-PTS-011

Total Estimated Costs: \$31,360.00

Purpose of Project: STEP Enforcement Overtime

Dear Chief Cox:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Ashlee Coronado, City Manager, City of Bisbee as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.		
FAIN: 69A37527300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Bisbee Police Department	GOHS GRANT NUMBER: 2027-PTS-011	
ADDRESS 1 State Highway 92, Bisbee, Arizona 85603	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of Bisbee	AGENCY CONTACT: Bradley Nash	
ADDRESS 118 Arizona Street, Bisbee, Arizona 85603	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Bisbee.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2027	
I. Personnel Services	\$22,400.00	
II. Employee Related Expenses (40%)	\$8,960.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$31,360.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2027
CURRENT GRANT PERIOD	FROM: 10-01-2026	TO: 09-30-2027
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$31,360.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 15

Total Population in city/town or county: 5,209

Total Road Mileage: Highway: 10 Local: 62 Total: 72

	2024	2023	2022
Total Crashes	103	124	138
Total Injury Crashes	6	4	10
Total Fatal Crashes	0	1	0
Total Impaired-related Crashes	0	1	1
Total Impaired-related Serious Injuries	0	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	4	2	6
Total Speed-related Serious Injuries	1	2	0
Total Speed-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒**Agency Problem/Attempts to Solve Problem:**

During the past year, the Bisbee Police Department issued numerous citations for speeding violation, including several criminal speed violations involving motorists traveling at significantly unsafe speeds. These violations demonstrate a continued pattern of hazardous driving behavior on roadways within the jurisdiction. State Route 80 and State Route 92 experience regular traffic from commuters, tourists, commercial vehicles, and cross-border travelers traveling through the region. One specific concern within the city is the increased traffic associated with tourism and community events. The Old Bisbee district serves as a primary destination for residents and visitors due to its restaurants, shops, nightlife, and historic attractions. This area regularly attracts large numbers of visitors, resulting in increased vehicle and pedestrian traffic on local roadways. Bisbee also hosts several annual events that draw in tourists, including the Bisbee 1000 Great Stair Climb, Bisbee Blues Festival, Bisbee Pride Weekend, the Bisbee Mariachi Festival, and The Bisbee Prowl. These events often draw hundreds to several thousand attendees and significantly increase traffic traveling to and from Bisbee along State Route 80 and State Route 92. Within the city, there are four schools with designated school zones that require regular traffic enforcement to protect students and pedestrians.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Bisbee.

How Agency Will Solve Problem with Funding:

This project will allow for additional enforcement resources through officers to increasing patrol visibility, addressing speeding and other hazardous driving behaviors, and improving the department's ability to identify and deter unsafe driving along State Route 80 and State Route 92 and throughout Bisbee.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of speeding traffic-related crashes 100% from 4 during calendar year 2025 to 0 by December 31, 2027.

To decrease the number of serious injuries in speeding traffic-related crashes 100% from 1 in calendar year 2025 to 0 by December 31, 2027.

To decrease the number of fatalities in speeding traffic -related crashes 100% from 0 in calendar year 2025 to 0 by December 31, 2027.

Grant Agreement Objectives:

Conduct targeted speed enforcement efforts a minimum of 5 times per month during FFY 2027.

Additional Grant Agreement Objectives:

1. Conduct at least three separate location specific speed and traffic control enforcement inside city limits, and outlying patrol area.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Bisbee.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Bisbee Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Bisbee Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website no later than 10:00 a.m. the morning following each day of the event.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Bisbee Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award upon receipt of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Bisbee Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2026)	January 30, 2027
2nd Quarterly Report and RCI (January 1 to March 31, 2027)	April 20, 2027
3rd Quarterly Report and RCI (April 1 to June 30, 2027)	July 20, 2027
4th Quarterly Report and RCI (July 1 to September 30, 2027)	October 15, 2027
Final Statement of Accomplishments	October 15, 2027

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Timothy Cox, Chief, Bisbee Police Department, shall serve as Project Director.

Bradley Nash, Sergeant, Bisbee Police Department, shall serve as Project Administrator.

Andrea Lopez Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$22,400.00
II.	Employee Related Expenses (ERE 40%)	\$8,960.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$31,360.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Bisbee Police Department shall absorb any and all expenditures in excess of \$31,360.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
20-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);

- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant

Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more

than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Timothy Cox, Chief of Police
Bisbee Police Department

***Signature of Authorized Official of
Governmental Unit:***

Ashlee Coronado, City Manager
City of Bisbee

Date Telephone

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)

- The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

2.	A.	EFFECTIVE DATE:	B.	FEDERAL FUNDS:
		<u>Authorization to Proceed Date</u>		<u>\$31,360.00</u>

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
 by State Official responsible to Governor for the
 administration of the State Highway Safety Agency

**J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative**

Approval Date

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: October 6, 2026

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: September 22, 2026REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☒ ORDINANCE ☐ FORMAL ACTION ☐ OTHER ☐

SUBJECT: Discussion and Possible Approval of the FAA FY2026 AIP Grant Agreement for the Reconstruction of Airfield Lighting at Bisbee Municipal Airport.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the FAA FY2026 Airport Improvement Program (AIP) Agreement, Grant No. 3-04-0004-017-2026, for the Bisbee Municipal Airport Airfield Lighting Reconstruction Project

DISCUSSION: The FAA has awarded the City of Bisbee an Airport Improvement Program (AIP) of \$150,000, covering 95% of eligible project costs, to complete the design phase of the Airfield Lighting Reconstruction Project at Bisbee Municipal Airport. The project will replace aging airfield lighting infrastructure, improve safety and reliability, and ensure compliance with current aviation standards.

The grant requires the City to complete the design work and comply with FAA requirements related to project management, reporting, procurement, civil rights, environmental regulations, and audits. Approval of the agreement will allow the City to move forward with design activities and prepare for future construction funding opportunities.

Local Match is 5%, which would be \$7,500.

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:


Matthew Gurney
Public Works Director

Reviewed by:


Ashlee Cornado
City Manager



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
Arizona

Phoenix Airports
District Office:
3800 N Central Ave,
Ste 1025
Phoenix, AZ 85012-
2136

{{DateTime_es_:signer1.calc(now()):format(date," mmmm d, yyyy")}}

Ashlee Coronado
City Manager
City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

Dear Ms. Coronado:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0004-017-2026 at Bisbee Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ryan Spicer, (602) 792-1068, ryan.n.spicer@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Kyler Erhard
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date {{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area Bisbee Municipal Airport

Airport Grant Number 3-04-0004-017-2026

Unique Entity Identifier LMH1JE4K3D61

TO: City of Bisbee
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 09, 2026, for a grant of federal funds for a project at or associated with the Bisbee Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bisbee Municipal Airport (herein called the "Project") consisting of the following:

Reconstruct Airfield Lighting (AIP)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024

(Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$150,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$150,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

- c. **Appropriation Period of Availability and Expenditure:**

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 11, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or

- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

- b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).
- 23. **Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 11, 2011, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

City of Bisbee

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{(Sig_es :signer3:signature:dimension(height=12mm, width=70mm))}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Bisbee), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."
- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 09, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 6th, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 17th, 2026

REGULR ☒ **CONSENT** ☐

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

SUBJECT: Discussion and Possible Approval of a Mutual Termination Agreement Between the City of Bisbee and Cochise County for the Agreement for the Sale and Purchase of Wastewater Effluent dated November 19, 2024.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the Mutual Termination Agreement between the City of Bisbee and Cochise County terminating the Agreement for the Sale and Purchase of Wastewater Effluent dated November 19, 2024, authorize the mayor to execute the agreement.

DISCUSSION:

On November 19, 2024, the City of Bisbee and Cochise County entered into an Agreement for the Sale and Purchase of Wastewater Effluent to support the proposed Bisbee Effluent Recharge Project. The agreement allows termination by mutual written agreement of the parties. Since execution of the agreement, representatives of the City and Cochise County have discussed the status of the project and mutually determined that termination of the agreement is in the best interests of both parties. The proposed Mutual Termination Agreement would terminate the agreement, release both parties from future obligations, confirm that neither party owes any payment, reimbursement, damages, compensation, or other financial obligation to the other, and release both parties from any claims arising from the agreement.

Staff recommends approval.

FISCAL IMPACT: N/A

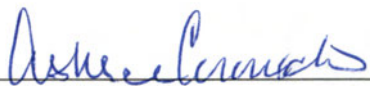
DEPARTMENT LINE-ITEM ACCOUNT: N/A

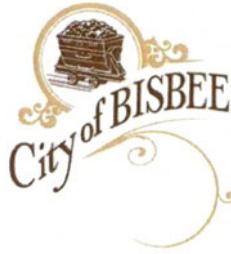
BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:


Matthew Gurney
Public Works Director

Reviewed by:


Ashlee Coronado
City Manager



MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement ("**Termination Agreement**") is entered into by and between the City of Bisbee, an Arizona municipal corporation ("**City**"), and Cochise County, a political subdivision of the State of Arizona ("**County**").

RECITALS

WHEREAS, the City and County entered into that certain Agreement for the Sale and Purchase of Wastewater Effluent dated November 19, 2024 ("**Original Agreement**"); and

WHEREAS, Section 18.1 of the Original Agreement provides that the Agreement may be terminated by mutual written agreement of the Parties; and

WHEREAS, the Parties have mutually determined that termination of the Original Agreement is in their respective best interests.

NOW, THEREFORE, the Parties agree as follows:

1. TERMINATION

The Parties hereby mutually terminate the Agreement for the Sale and Purchase of Wastewater Effluent dated November 19, 2024.

2. EFFECTIVE DATE

This Termination Agreement shall become effective upon approval and execution by both Parties ("**Effective Date of Termination**").

3. MUTUAL RELEASE OF OBLIGATIONS

As of the Effective Date of Termination, neither Party shall have any further duties, obligations, liabilities, or performance requirements under the Original Agreement, except those that may survive by operation of law, and provided that the following Sections shall survive termination: Section 10 (Indemnification); Section 11 (No Third-Party Beneficiaries); Section 13 (Notice); Section 17 (Records); Section 19.2 (Determination of Damages through Arbitration); Section 20 (Specific Performance); Section 22 (Severability/Invalid Provisions); Section 26 (Choice of Law and Venue); Section 28 (Titles, Headings and Captions); and such terms in the Original Agreement that by their nature extend beyond its expiration or termination until fulfilled.

4. NO MONEY OWED

The Parties acknowledge and agree that, as of the Effective Date of Termination:

- a. Neither Party owes any payment, reimbursement, damages, compensation, penalty, or other monetary obligation to the other arising from or relating to the Original Agreement;
- b. Neither Party has any claim against the other for costs, expenses, engineering, design, planning, administration, operation, maintenance, lost opportunities, reliance damages, compensatory damages, or any other damages arising from or related to the Original Agreement;
- c. Each Party fully releases, acquits, and forever discharges the other Party from any and all claims, demands, actions, liabilities, damages, costs, and expenses of every kind arising from or related to the Original Agreement.

Notwithstanding the foregoing, the foregoing release shall only apply to claims or liabilities that the releasing Party has knowledge of (or reasonably should have knowledge of) as of the Effective Date of Termination. Neither Party shall be precluded from: (i) bringing a claim for liabilities arising or accruing prior to the Effective Date of Termination that it did not reasonably have knowledge of; nor (ii) pursuing any rights and remedies it may have at law or in equity which accrue or are based upon any such reasonably unknown event occurring prior to the Effective Date of Termination.

5. NO ADMISSION OF LIABILITY

This Termination Agreement is entered into voluntarily and shall not be construed as an admission of fault, breach, liability, or wrongdoing by either Party.

6. AUTHORITY

Each person signing below certifies that they are duly authorized to execute this Termination Agreement on behalf of the Party for whom they sign.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination Agreement made with respect to that certain Agreement for the Sale and Purchase of Wastewater Effluent as of the date last executed below.

CITY OF BISBEE

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

COCHISE COUNTY

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Attorney