

AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, TO BE HELD ON TUESDAY, FEBRUARY 15, 2011, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING CALLED TO ORDER BY _____ AT _____ PM.

ROLL CALL

COUNCIL

Councilmember Boyd Nicholl, Ward I
Councilmember Bennie Scott, Ward III
Councilmember Luche Giacomino, Ward II
Mayor W.J. "Jack" Porter
Councilmember Anna Cline, Ward III
Councilmember Ransom Burke, Ward II, Mayor Pro Tempore
Councilmember Ken Budge, Ward I

STAFF

Stephen J. Pauken, City Manager
Gloria P. Gonzalez, City Clerk
Dee L. Flanagan, Finance Director
John Charley, Community Development Director
Jim Elkins, Chief of Police
Jack Earnest, Fire Chief
Jennifer L. Graeme, Personnel Director
Tom Klimek, Public Works Director/City Engineer
Peg White, Library Director

CITY ATTORNEY

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

Proclamation for Nick Pavlovich

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

CALL TO THE PUBLIC

"During the proper time on the agenda, taxpayers or residents of the city, or their authorized representatives, may address the council on any matter concerning the city's business or any matter over which the council has control. (oral presentations shall not be repetitious and shall be confined to 3 minutes maximum duration.)" Ordinance O-91-29

2. Approval of the Consent Agenda

- A. Discussion and Possible Approval of the Minutes of the Regular Session of Mayor and Council held on January 18, 2011, 7:00 PM.
Gloria P. Gonzalez, City Clerk
- B. Discussion and Possible Approval of the Minutes of the Joint Work Session between Mayor and Council and the Planning and Zoning Commission held on January 6, 2011, 5:30 PM.
Gloria P. Gonzalez, City Clerk
- C. Discussion and Possible Approval of the Appointment of Michael James Lawson to the Streets and Infrastructure Committee.
Gloria P. Gonzalez, City Clerk
- D. Acceptance of the Resignation of Hans Decoz from the Bisbee Arts Commission.
Gloria P. Gonzalez, City Clerk
- E. Approval of the Appointment of Mayor and Council to Serve as Council Liaison for the Different Boards and Commissions.
Gloria P. Gonzalez, City Clerk

OLD BUSINESS

- 3. Discussion and Possible Approval of the Second Reading to Adopt Ordinance O-11-02 authorizing the Sale and Transfer of Certain City Property consisting of Approximately 2000 Square Feet of Unplatted Land Located Adjacent to and East of 910 American Avenue.
John Charley, Community Development Director
- 4. Discussion and Possible Approval of the Second Reading to Adopt Ordinance O-11-01 Accepting an Easement from Richard Shemanski for the Construction, Operation and Maintenance of a Sewer Line and Appurtenances.
Thomas J. Klimek, Public Works Director

NEW BUSINESS

- 5. Discussion and Possible Approval of a Notice of Intent to Adopt Ordinance O-11-03 authorizing an Extension of the Lease Agreement with Southeastern Arizona Area Governments Organization for a Portion of the City Hall Building to SEAGO.
Stephen J. Pauken, City Manager
- 6. Discussion and Possible Approval to Enter into an Agreement with Arizona Department of Transportation (ADOT) Aeronautics for an Airport Development Reimbursable Grant for Airport Equipment (Sweeper, Tractor, and Fuel Card Reader).
Tom Klimek, Public Works Director
- 7. Discussion and Possible Action of an Agreement with John A. MacKinnon for Interim Legal Services.
Stephen J. Pauken, City Manager
- 8. City Manager's Report with Possible Discussion on the following topics:
 - o General Fund Summary Report
 - o "February Freeze" Update
- 9. City Manager's Report on other current events (no discussion).

COUNCIL COMMENTS:

- Councilmember Budge would like to give thanks to all our Firefighters and Police Officers and recognize the recipients of the Awards Dinner on Saturday, February 11th.
- Councilmember Cline would like to comment on the Police and Fire Appreciation Dinner.

ADJOURNMENT

Anyone needing special accommodations to attend this meeting should contact Gloria Gonzalez at (520) 432-6012 at least twenty-four hours before the meeting.

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
211								
10-2020200	GENERAL FUND - MISCELLANEOUS (P/R) PAYABLE							
	3712 MARINEZ, ALEX M		WORK COMP PROCEEDS	11-0207		02/07/2011	954.94	PD
10-2020203	GENERAL FUND - DENTAL INSUR PAYABLE							
	2233 DELTA DENTAL		DENTAL INS 02-11/VDEPTS	11-0205		02/10/2011	3,538.16	PD
10-2020600	GENERAL FUND - SWT PAYABLE							
	1077 AZ DEPT OF REVENUE-SWT		STATE WITHHOLDING 205-21111	11-0205		02/05/2011	4,346.80	PD
10-2020801	GENERAL FUND - PUBLIC SAFETY RETIRE PAYABLE							
	1096 PUBLIC SAFETY RETIREMENT		PUBLIC SAFETY RETIREMNT	11-0205		02/05/2011	24,310.08	PD
10-2020802	GENERAL FUND - DEFERRED COMPENSATION PAYABLE							
	1623 NATIONWIDE RETIREMENT SOL		DFRD CMP P/RE 02-05 ;PD 02-11-1	11-0205		02/10/2011	5,127.08	PD
10-2020818	GENERAL FUND - UNION DUES PAYABLE							
	1147 BISBEE FIREFIGHTERS LOCAL 2		UNION DUES-FIRE	11-0205		02/05/2011	427.50	PD
	3677 AZ COPS		UNION DUE-POLICE	11-0205		02/05/2011	300.00	PD
							727.50	*
10-2021001	GENERAL FUND - HEALTH INSURANCE PAYABLE							
	4637 HEALTH NET OF AZ	HMO	HEALTH INSURANCE/VDEPTS	206863		02/01/2011	53,555.52	PD
10-2021007	GENERAL FUND - VISION CARE INSUR PAYABLE							
	2344 VISION SERVICE PLAN OF AZ		VISION CARE 0205-021111	11-0205		02/05/2011	340.30	PD
10-2023000	GENERAL FUND - CREDIT UNION PAYABLE							
	1166 AMERICAN SOUTHWEST CREDI		CREDIT UNION 0205-021111	11-0205		02/05/2011	580.00	PD
	2345 SEAFUCU		CREDIT UNION	11-0205		02/05/2011	780.00	PD
							1,360.00	*
10-2024000	GENERAL FUND - PAYROLL GARNISHMENTS PAYABLE							
	1469 INTERNAL REVENUE SERVICE		TAX FEES/FIN	11-0205		02/05/2011	50.00	PD
	3271 SUPPORT PAYMENT CLEARINGI		P/RE 02-05 ;PD 02-11-11	11-0205		02/05/2011	1,021.21	PD
	4848 GENERAL REVENUE CORPORA		GARNISHMENTS	11-0205		02/05/2011	105.22	PD
							1,176.43	*
10-50-24000	GENERAL FUND - MAYOR & COUNCIL - TELEPHONE & FAX							
	1150 SPRINT PCS		CELL PHONE SERVICE	4487812-038		01/29/2011	32.86	PD
10-50-41500	GENERAL FUND - MAYOR & COUNCIL - OFFICE SUPPLIES							
	2412 COPPER QUEEN PUBLISHING		BUSINESS CARDS R. BURKE	15986		01/18/2011	31.78	
10-50-52000	GENERAL FUND - MAYOR & COUNCIL - ADVERTISING							
	1153 BISBEE OBSERVER		DISPLAY AD	2145		01/27/2011	58.63	
10-52-36000	GENERAL FUND - FINANCE DEPARTMENT - MAINTENANCE & SUPPORT AGREEMNTS							
	2462 CASELLE INCORPORATION		SUPPORT AGRMNT 04/01-06/30/1	37301		02/01/2011	1,385.00	
10-52-41602	GENERAL FUND - FINANCE DEPARTMENT - SPECIAL SUPP - BILLS & FORMS							
	2412 COPPER QUEEN PUBLISHING		WINDOW ENVELOPES/FINANCE	16000		01/24/2011	424.15	
10-52-43500	GENERAL FUND - FINANCE DEPARTMENT - POSTAGE & METER TAPES							
	1829 POSTMASTER - BISBEE MAIN OF MAIL S&G			11-0201		02/01/2011	633.08	PD
10-53-24000	GENERAL FUND - CITY CLERK - TELEPHONE & FAX							
	1150 SPRINT PCS		CELL PHONE SERVICE	4487812-038		01/29/2011	32.86	PD
10-53-41500	GENERAL FUND - CITY CLERK - OFFICE SUPPLIES							
	3199 OFFICE SMART		SUPPLIES/CC & AGG	1372901		01/11/2011	53.18	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
	3199	OFFICE SMART	SUPPLIES/CC & AGG	1372901		01/11/2011	280.80	
							333.98	*
10-53-52000	GENERAL FUND - CITY CLERK - ADVERTISING/PUBLICATIONS							
	1153	BISBEE OBSERVER	LEDGAL AD O-10-22	2109		01/20/2011	44.19	
10-54-24000	GENERAL FUND - COMMUNITY DEVELOPMENT - TELEPHONE & FAX							
	1150	SPRINT PCS	CELL PHONE SERVICE	4487812-038		01/29/2011	32.86	PD
	1791	QWEST COMMICATIONS - T1 LIN	MONYHLY LONG DIST & INTERNE	1147988897		01/31/2011	6.83	
							39.69	*
10-54-41500	GENERAL FUND - COMMUNITY DEVELOPMENT - OFFICE SUPPLIES							
	3199	OFFICE SMART	SUPPLIES/CD	137987		01/24/2011	16.86	
10-54-43500	GENERAL FUND - COMMUNITY DEVELOPMENT - POSTAGE							
	1253	FEDERAL EXPRESS CORPORAT	FED EXPRS CHRGS/CD	737426928		01/27/2011	5.67	
10-54-52000	GENERAL FUND - COMMUNITY DEVELOPMENT - ADVERTISING							
	1153	BISBEE OBSERVER	PUBLIC NOTICE - BOARD OF ADJ:	2115		01/27/2011	9.37	
10-54-71000	GENERAL FUND - COMMUNITY DEVELOPMENT - SUBSCRIPTIONS & MEMBERSHIPS							
	5732	LOCAL FIRST ARIZONA	1 YR SUBSCRIPTION	11-0203		02/03/2011	75.00	PD
10-55-21000	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - ELECTRIC							
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC-118 AZ ST CITY HALL/AGG	11-0127		01/27/2011	1,083.76	
10-55-22550	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	333.07	
10-55-41500	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - OFFICE SUPPLIES							
	3199	OFFICE SMART	SUPPLIES/CC & AGG	1372901		01/11/2011	348.21	
10-55-43500	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - POSTAGE							
	2604	PURCHASE POWER	REFILL POSTAGE METER/NDEPT	11-0117		01/17/2011	1,000.00	
10-59-24000	GENERAL FUND - TELEPHONE & FAX							
	1791	QWEST COMMICATIONS - T1 LIN	MNTHLYLONG DISTANCE/VDEPT:	1147988897		01/31/2011	23.13	
10-59-24001	GENERAL FUND - T1 LINE FOR INTERNET ACCESS							
	1791	QWEST COMMICATIONS - T1 LIN	MONYHLY LONG DIST & INTERNE	1147988897		01/31/2011	480.00	
10-59-34000	GENERAL FUND - PROFESSIONAL FEES - COMPUTER							
	4519	TRACHTMAN, SEAN	COMPUTER SVC/AGG	11-0208		02/08/2011	225.00	
10-62-11400	GENERAL FUND - POLICE DEPARTMENT - A.P.S.P.R.S.							
	1096	PUBLIC SAFETY RETIREMENT	PUBLIC SAFETY RETIREMNT	11-0205		02/05/2011	293.21	PD
10-62-13000	GENERAL FUND - POLICE DEPARTMENT - UNIFORMS							
	1056	SILVA, WILLIAM	UNIFORM REIMBURSMNT	1056		01/31/2011	120.00	PD
	5665	JER'S OLD TOWN UNIFORMS	UNIFORM- W.SILVA/BPD	142043		01/25/2011	212.75	
	5665	JER'S OLD TOWN UNIFORMS	UNIFORM- J.POPPE/BPD	142066		01/26/2011	193.11	
							525.86	*
10-62-13039	GENERAL FUND - POLICE DEPARTMENT - RICO-AUTHORIZED EXPENDITURES							
	1414	M & R AUTO INC.	PARTS-RICO /BPD	1192482		09/07/2010	60.00	
10-62-13097	GENERAL FUND - POLICE DEPARTMENT - AUCTION EXPENSES & EQUIPMENT							
	1775	ALCO DISCOUNT STORE	IMPOUND SUPPLIES/BPD	345-01710		01/28/2011	10.95	
	1775	ALCO DISCOUNT STORE	SUPPLIES/BPD	345-01713		02/02/2011	8.76	
	1775	ALCO DISCOUNT STORE	SUPPLIES/BPD	345-01718		02/05/2011	54.78	
	1862	B&D LUMBER & HARDWARE	IMPOUND SUPPLIES/BPD	102710		01/12/2011	17.51	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	53798		02/07/2011	25.41		
	3199	OFFICE SMART	SUPPLIES/BPD	1380051		01/26/2011	18.59		
							136.00	*	
10-62-21000	GENERAL FUND - POLICE DEPARTMENT - ELECTRIC								
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC- TOREAVILLE RD KENNEL/E	11-0127		01/27/2011	179.73		
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC-HWY 92 POLICE STA/BPD	11-0127		01/27/2011	766.24		
							945.97	*	
10-62-22550	GENERAL FUND - POLICE DEPARTMENT - SEWER AND GARBAGE SERV.								
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	46.48		
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	125.73		
							172.21	*	
10-62-23000	GENERAL FUND - POLICE DEPARTMENT - GAS								
	1751	SOUTHWEST GAS CORPORATIC	GAS-HWY 92 POLICE STA/BPD	11-0131		01/31/2011	184.90		
10-62-24000	GENERAL FUND - POLICE DEPARTMENT - TELEPHONE & FAX								
	1150	SPRINT PCS	CELL PHONE SERVICE	4487812-038		01/29/2011	106.79	PD	
	1791	QWEST COMMICATIONS - T1 LIN	MONYHLY LONG DIST & INTERNE	1147988897		01/31/2011	6.75		
							113.54	*	
10-62-41500	GENERAL FUND - POLICE DEPARTMENT - OFFICE SUPPLIES								
	1775	ALCO DISCOUNT STORE	OFFICE SUPPLIES/BPD	345-01712		02/01/2011	32.87		
	3199	OFFICE SMART	SUPPLIES/BPD	1377371		01/19/2011	174.02		
							206.89	*	
10-62-42500	GENERAL FUND - POLICE DEPARTMENT - REPAIRS & MAINT - BLDG								
	1859	ACE HARDWARE	SUPPLIES/BPD	11-0203		02/03/2011	16.43		
10-62-43500	GENERAL FUND - POLICE DEPARTMENT - POSTAGE								
	2139	MADDUX, TARON	RMBRSMNT-SHIPING CHARGES	11-0131		01/31/2011	80.79	PD	
10-62-43600	GENERAL FUND - POLICE DEPARTMENT - MOVING, TOWING, STORAGE								
	3377	BARNETT'S TOWING	VEHICLE TOWING	14038		01/06/2011	100.00		
	3377	BARNETT'S TOWING	VEHICLE TOWING	14039		01/08/2011	85.00		
	3377	BARNETT'S TOWING	VEHICLE TOWING	14043		01/21/2011	95.00		
	3377	BARNETT'S TOWING	VEHICLE TOWING	14044		01/23/2011	95.00		
							375.00	*	
10-62-53000	GENERAL FUND - POLICE DEPARTMENT - CONTRACTS - OTHER								
	5658	IKON OFFICE SOLUTIONS	COPIER MAINT AGRMNT	84060402		01/21/2011	168.79		
10-62-53503	GENERAL FUND - POLICE DEPARTMENT - DOC WORKERS								
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	11-0121 112		01/28/2011	89.25		
10-62-61000	GENERAL FUND - POLICE DEPARTMENT - PARTS & LABOR								
	1854	W R RYAN - FIRESTONE	TIRES-ALIGNMENTS/BPD	88515		01/21/2011	72.00		
10-62-72000	GENERAL FUND - POLICE DEPARTMENT - OTHER MAINT - ANIMAL SHELTER								
	1698	SAFEWAY INC.	SHELTER SPPLS/BPD	2035914		12/29/2010	21.43		
	1775	ALCO DISCOUNT STORE	SHELTER SUPPLIES/BPD	345-01601		10/05/2010	17.10		
	1775	ALCO DISCOUNT STORE	SHELTER SUPPLIES/BPD	345-01710		01/28/2011	84.03		
	1893	LAL ENTERPRISES, INC	PORTA POTS ANIMAL SHELTER /I	17527		01/31/2011	68.25		
							190.81	*	
10-62-72001	GENERAL FUND - POLICE DEPARTMENT - Shelter Programs								
	1248	CZAR CORPORATION	SPAY/NUETER /BPD	1348		01/22/2011	46.00		
	1248	CZAR CORPORATION	SPAY/NUETER /BPD	1383		01/25/2011	70.00		
							116.00	*	
10-64-21000	GENERAL FUND - FIRE DEPARTMENT - ELECTRIC								
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC-92 HWY NEW FIRE STA/BFC	11-0127		01/27/2011	557.02		
10-64-22550	GENERAL FUND - FIRE DEPARTMENT - SEWER AND GARBAGE SERV.								
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	91.64		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	91.64
							183.28 *
10-64-23000	GENERAL FUND - FIRE DEPARTMENT - GAS						
	1751	SOUTHWEST GAS CORPORATI	GAS-HWY 92 FIRE/BFD	11-0131		01/31/2011	450.06
10-64-24000	GENERAL FUND - FIRE DEPARTMENT - TELEPHONE & FAX						
	1150	SPRINT PCS	CELL PHONE SERVICE	4487812-038		01/29/2011	197.16 PD
10-64-24102	GENERAL FUND - FIRE DEPARTMENT - COMMUNICATION EQUIP-PAGERS						
	2466	AMERICAN MESSAGING	PAGER MAINT AGRMNT/VDEPTS	J1233441LB		02/01/2011	216.60
10-64-31100	GENERAL FUND - FIRE DEPARTMENT - PROFESSIONAL FEES						
	5307	MG PATIENCE CPA	CONTRACT SRVC EARNEST	376		02/04/2011	2,980.00
10-64-41500	GENERAL FUND - FIRE DEPARTMENT - OFFICE SUPPLIES						
	5546	SOUTHEAST AZ EMS COUNCIL	PCR TRNSFR FORMS/BFD	113		01/19/2011	434.70
10-64-41608	GENERAL FUND - FIRE DEPARTMENT - MEDICAL SUPP - FIRST AID KITS						
	1321	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES/BFD	80533632		01/20/2011	353.27
	1321	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES/BFD	80537872		01/31/2011	494.66
	1321	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES/BFD	80537873		01/31/2011	200.16
	1321	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES/BFD	80539051		02/02/2011	476.78
	1321	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES/BFD	80539052		02/02/2011	246.27
							1,771.14 *
10-64-41610	GENERAL FUND - FIRE DEPARTMENT - SPECIAL SUPPLIES - OTHER						
	1129	BARNETT'S OXYGEN SERVICE	OXYGEN & RENTAL/BFD	1101		01/31/2011	195.19
	1659	ACE HARDWARE	SUPPLIES/BFD	458		01/28/2011	53.12
	1698	SAFEWAY INC.	SUPPLIES/BFD	2035921		02/01/2011	8.21
	1698	SAFEWAY INC.	SUPPLIES/BFD	2035923		02/03/2011	20.46
	1775	ALCO DISCOUNT STORE	SUPPLIES/BFD	2549		02/03/2011	3.28
	1775	ALCO DISCOUNT STORE	SUPPLIES/BFD	345-01715		02/03/2011	10.66
	1775	ALCO DISCOUNT STORE	SUPPLIES/BFD	345-01716		02/03/2011	10.66
							301.58 *
10-64-41700	GENERAL FUND - FIRE DEPARTMENT - CONTRACT SERVICES						
	3036	MULE MOUNTAIN PEST CONTR	PEST CNTRL SRVCS/BFD	910695		02/02/2011	60.00
10-64-42500	GENERAL FUND - FIRE DEPARTMENT - REPAIRS & MAINT - BLDG						
	1659	ACE HARDWARE	FREEZE- REPAIR SUPPLIES/BFD	428		01/25/2011	59.66
	1659	ACE HARDWARE	SUPPLIES/BFD	448		01/27/2011	48.00
							107.66 *
10-64-61000	GENERAL FUND - FIRE DEPARTMENT - PARTS & LABOR						
	1532	CITY OF SIERRA VISTA	REPAIR AMBULANCE/BFD	41823		11/15/2010	5,215.03
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	50128		01/03/2011	11.28
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	50279		01/05/2011	118.03
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	50383		01/05/2011	14.89
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	50812		01/28/2011	23.25
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	51297		01/14/2011	46.44
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	51423		01/15/2011	10.94
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	52357		01/24/2011	5.92
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	52726		01/28/2011	245.36
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/ BFD	52966		01/31/2011	91.88
	5392	COCHISE COUNTY FLEET MAINT	REPAIR MEDIC 821/BFD	037		02/01/2011	143.03
							5,926.05 *
10-64-64000	GENERAL FUND - FIRE DEPARTMENT - REPAIRS & MAINT - EQUIPMENT						
	3679	GRAEME, JENNIFER	Heater Reimbursement Fire Dept	11-0203		02/03/2011	295.91 PD
10-68-57005	GENERAL FUND - CITY MAGISTRATE - MAGISTRATE JUDGE CONTRACT						
	4636	DAVID C. MORALES	CONTRACT SERVICE	203		02/09/2011	500.00 PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
10-70-22550	GENERAL FUND - CEMETERY - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	46.48	
10-74-41500	GENERAL FUND - BUILDING & MAINTENANCE - OFFICE SUPPLIES							
	4032	GALETON	OFFICE SUPPLIES/PW	955910		01/25/2011	26.88	
10-74-41700	GENERAL FUND - BUILDING & MAINTENANCE - CONTRACT SERVICES							
	1650	PRUDENTIAL OVERALL SUPPLY	CONTRACT SERVICES/BM	210077475		01/20/2011	11.13	
	1650	PRUDENTIAL OVERALL SUPPLY	CONTRACT SERVICES/BM	210080268		01/27/2011	11.13	
	3036	MULE MOUNTAIN PEST CONTRC	PEST CNTRL SRVCS/BMAINT	96		02/01/2011	30.00	
							52.26	*
10-75-21000	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - ELECTRIC							
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC-404 BISBEE RD	11-0127		01/27/2011	190.37	
10-75-22550	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	72.50	
10-75-24000	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - TELEPHONE & FAX							
	1150	SPRINT PCS	CELL PHONE SERVICE	4487812-038		01/29/2011	98.58	PD
	1791	QWEST COMMICATIONS - T1 LIN	MONYHLY LONG DIST & INTERNE	1147988897		01/31/2011	7.02	
							105.60	*
10-75-41700	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - CONTRACT SERVICES							
	4415	CULLIGAN/OASIS BOTTLED WTF	DRINKING WATER/PO	12X12013207		02/09/2011	4.91	
10-75-51100	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - COPIER MAINTENANCE							
	5710	XEROX CORPORATION	CONTRACT SVC/PW	52762167		01/20/2011	292.94	
10-77-13000	GENERAL FUND - GARAGE - UNIFORMS							
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/GARAGE	210077478		01/20/2011	12.21	
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/GARAGE	210080271		01/27/2011	12.21	
							24.42	*
10-77-21000	GENERAL FUND - GARAGE - ELECTRIC							
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC-TOREAVILLE RD WHRS/GAI	11-0127		01/27/2011	260.99	
10-77-22550	GENERAL FUND - GARAGE - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	80.57	
10-77-23000	GENERAL FUND - GARAGE - GAS							
	1751	SOUTHWEST GAS CORPORATIC	GAS-TOREAVILLE RD WRHS/GAR	11-0131		01/31/2011	135.64	
10-77-41700	GENERAL FUND - GARAGE - CONTRACT SERVICES							
	1650	PRUDENTIAL OVERALL SUPPLY	CONTRACT SERVICES/GARAGE	210077478		01/20/2011	18.65	
	1650	PRUDENTIAL OVERALL SUPPLY	CONTRACT SERVICES/GARAGE	210080271		01/27/2011	18.65	
	4415	CULLIGAN/OASIS BOTTLED WTF	DRINKING WATER/GARAGE	12X11978301		02/08/2011	26.57	
							63.87	*
10-77-61000	GENERAL FUND - GARAGE - PARTS & LABOR							
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/GARAGE	50502		01/06/2011	81.99	
10-79-12000	GENERAL FUND - BUILDING INSPECTOR - BUSINESS TRAVEL							
	4677	MESQUIT, ROBERT	TRAVEL RMBRSMNT- ENCODE 20	11-0208		02/08/2011	12.50	PD
	4677	MESQUIT, ROBERT	TRAVEL RMBRSMNT- ENCODE 20	11-0208		02/08/2011	25.00	PD
	4677	MESQUIT, ROBERT	TRAVEL RMBRSMNT- ENCODE 20	11-0208		02/08/2011	43.29	PD
	4677	MESQUIT, ROBERT	TRAVEL RMBRSMNT- ENCODE 20	11-0208		02/08/2011	28.00	PD
							108.79	*
10-79-24000	GENERAL FUND - BUILDING INSPECTOR - TELEPHONE & FAX							
	1150	SPRINT PCS	CELL PHONE SERVICE	4487812-038		01/29/2011	32.86	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
10-79-41500	GENERAL FUND - BUILDING INSPECTOR - OFFICE SUPPLIES							
	3199 OFFICE SMART		SUPPLIES/BI	137987		01/24/2011	9.79	
10-80-13000	GENERAL FUND - PARKS - UNIFORMS							
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/PARK	210077475		01/20/2011	16.85	
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/PARK	210080268		01/27/2011	16.85	
							33.70	*
10-80-21000	GENERAL FUND - PARKS - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-VISTA PARK	11-0127		01/27/2011	23.36	
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-E VISTA PARK	11-0127		01/27/2011	23.49	
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-E VISTA COURT	11-0127		01/27/2011	59.80	
							106.65	*
10-80-22550	GENERAL FUND - PARKS - SEWER AND GARBAGE SERV.							
	1225 BISBEE PUBLIC WORKS		S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	56.55	
	1225 BISBEE PUBLIC WORKS		S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	56.55	
	1225 BISBEE PUBLIC WORKS		S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	46.48	
	1225 BISBEE PUBLIC WORKS		S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	16.58	
							176.16	*
10-80-73005	GENERAL FUND - PARKS - SPECIAL EVENTS COSTS							
	1928 ORIENTAL TRADING CO		SPECIAL EVENTS FESTIVAL OF LI	41426548-01		11/10/2010	189.75	
10-80-91000	GENERAL FUND - PARKS - NEW EQUIPMENT							
	4032 GALETON		NEW EQPMNT/PARKS	955910		01/25/2011	10.00	
10-83-22550	GENERAL FUND - LIBRARY - SEWER AND GARBAGE SERV.							
	1225 BISBEE PUBLIC WORKS		S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	91.64	
10-83-24000	GENERAL FUND - LIBRARY - TELEPHONE & FAX							
	1791 QWEST COMMICATIONS - T1 LIN		MONYHLY LONG DIST & INTERNE	1147988897		01/31/2011	1.49	
10-85-13585	GENERAL FUND - SENIOR CITIZENS CENTER - COORDINATOR CONTRIBUTION							
	3188 BISBEE SENIOR ASSOCIATION		MNTHLY CNTRBTN 02/11/SENIOR	11-0201		02/01/2011	616.63	PD
10-85-21000	GENERAL FUND - SENIOR CITIZENS CENTER - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-300 COLLINS RD/SR CTR	11-0127		01/27/2011	456.87	
10-85-22550	GENERAL FUND - SENIOR CITIZENS CENTER - SEWER AND GARBAGE SERV.							
	1225 BISBEE PUBLIC WORKS		S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	56.55	
10-85-23000	GENERAL FUND - SENIOR CITIZENS CENTER - GAS							
	1189 AMERIGAS-SIERRA VISTA		PROPANE GAS/SR CENTER	371-211004A		01/28/2011	1,099.53	
10-99-99100	GENERAL FUND - CONTINGENCY - UNASSIGNED EXPENSES							
	4519 TRACHTMAN, SEAN		COMPUTER SVC -CITY HALL/ FLO	11-0208		02/08/2011	350.00	
18-40-22519	TRANSPORTATION GRANTS - GRANT EXP - TRANSPORTATION - FAA-AIRPORT ENTITLEMENT GRANT							
	1253 FEDERAL EXPRESS CORPORAT		FED EXPRS CHRGS/PW ADMIN	737426925		01/27/2011	4.90	
20-40-24000	TRANSIENT ROOM TAX - FUND EXPENDITURES - TELEPHONE & FAX							
	1150 SPRINT PCS		CELL PHONE SERVICE	4487812-038		01/29/2011	32.86	PD
	1791 QWEST COMMICATIONS - T1 LIN		MONYHLY LONG DIST & INTERNE	1147988897		01/31/2011	5.98	
							38.84	*
20-40-41500	TRANSIENT ROOM TAX - FUND EXPENDITURES - OFFICE SUPPLIES							
	5136 HEINER, KATHY		SUPPLIES/VC	11-0129		01/29/2011	21.76	PD
20-40-41700	TRANSIENT ROOM TAX - FUND EXPENDITURES - CONTRACT SERVICES							
	4415 CULLIGAN/OASIS BOTTLED WTF		DRINKING WATER/VC	12X11740404		01/20/2011	22.91	
	4415 CULLIGAN/OASIS BOTTLED WTF		DRINKING WATER/VC	12X12043006		01/31/2011	30.55	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
							53.46	*
20-40-52000	TRANSIENT ROOM TAX - FUND EXPENDITURES - CITY ADVERTISING FUND							
	5740 LANNING, KIMBER		MARKETING PRESENTATION TRA	11-0208		02/08/2011	100.00	PD
20-40-54500	TRANSIENT ROOM TAX - FUND EXPENDITURES - PROPERTY LEASES - VARIOUS							
	1267 BORDER CITIES LAND CORP		VISITORS CNTR LEASE FEB'11/CI	11-0202		02/02/2011	1,147.90	PD
21-40-13000	STREETS O&M FUND - FUND EXPENDITURES - UNIFORMS							
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	210077479		01/20/2011	24.54	
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	210080272		01/27/2011	156.55	
							181.09	*
21-40-21000	STREETS O&M FUND - FUND EXPENDITURES - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-HWY 92 DD/STREETS	11-0127		01/27/2011	11.95	
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-STREETS	11-0127		01/27/2011	130.50	
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-170 HWY 92 /STREETS	11-0127		01/27/2011	141.25	
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-951 HWY 92 TRFC LGHT/ST	11-0202		02/02/2011	100.62	
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC-AZ ST LGHTS/STREETS	11-0202		02/02/2011	4,733.04	
	1879 AZ PUBLIC SERVICE (3 of 3)		UTILITY POLES/STREETS	R0480002078		01/31/2011	1,139.29	
							6,256.65	*
21-40-23000	STREETS O&M FUND - FUND EXPENDITURES - GAS							
	1751 SOUTHWEST GAS CORPORATIK		GAS-STREETS	11-0131		01/31/2011	67.82	
21-40-24000	STREETS O&M FUND - FUND EXPENDITURES - TELEPHONE & FAX							
	1150 SPRINT PCS		CELL PHONE SERVICE	4487812-038		01/29/2011	32.86	PD
21-40-41600	STREETS O&M FUND - FUND EXPENDITURES - SAFETY EQUIPMENT							
	4032 GALETON		SAFETY SUPPLIES/ STREETS	955910		01/25/2011	69.19	
21-40-61000	STREETS O&M FUND - FUND EXPENDITURES - PARTS & LABOR							
	1936 EMPIRE SOUTHWEST		PARTS- KEYS GRADER/STREETS	MPS2630886		02/02/2011	14.36	
21-40-64600	STREETS O&M FUND - FUND EXPENDITURES - STREET REPAIRS							
	1568 DANIEL DEAN OLDFEILD		SVC DONE HUACHUCA LANE & W	11-0211		02/01/2011	1,350.00	
39-40-13597	RICO---DRUG ENFORCE/ASSET SHRG - FUND EXPENDITURES - RICO AUCTION EXPENSE (COUNTY)							
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	50953		01/11/2011	27.35	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	50954		01/11/2011	64.59	
	2228 WILLCOX AUTO PARTS INC.		PARTS/AUCTION	51052		01/12/2011	68.99	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51139		01/13/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51178		01/13/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51179		01/13/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51256		01/14/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51257		01/14/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51281		01/14/2011	72.33	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51282		01/14/2011	72.33	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51283		01/14/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51284		01/14/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51309		01/14/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51347		01/14/2011	64.61	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51401		01/15/2011	66.25	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51402		01/15/2011	1.64	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51421		01/15/2011	14.24	
	2228 WILLCOX AUTO PARTS INC.		PARTS- RICO/BPD	51422		01/15/2011	151.24	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51459		01/15/2011	60.27	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51474		01/15/2011	6.57	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51479		01/15/2011	20.59	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	51544		01/17/2011	10.51	
	2228 WILLCOX AUTO PARTS INC.		PARTS-RICO /BPD	52155		01/22/2011	64.61	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52156		01/22/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52157		01/22/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52158		01/22/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52160		01/22/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52169		01/22/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52540		01/26/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52652		01/27/2011	17.50	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52654		01/27/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52745		01/28/2011	2.40	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52765		01/28/2011	60.27	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52776		01/28/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS-RICO /BPD	52777		01/28/2011	64.61	
	2228	WILLCOX AUTO PARTS INC.	PARTS- RICO/BPD	52876		01/29/2011	5.04	
							1,805.04	*
39-40-50006	RICO---	DRUG ENFORCE/ASSET SHRG - FUND EXPENDITURES - RICO - AUTHORIZED EXPENDITURES						
	1150	SPRINT PCS	CELL PHONE SERVICE	4487812-038		01/29/2011	257.94	PD
	5642	COCHISE COUNTY ATTORNEY	FORFEITURE EXP CASE#10-1145/	10-1145		01/26/2011	20.08	
							278.02	*
42-40-40600	BISBEE ARTS COMMISSION - FUND EXPENDITURES - MINI GRANTS							
	1206	BISBEE COMMUNITY CHORUS	BAC MINI GRANT 2011	11-0124		01/24/2011	1,200.00	PD
	1453	CENTRAL SCHOOL PROJECT	BAC MINI GRANT 2011	11-0124		01/24/2011	1,500.00	PD
	4117	DISMUKE, JOSEPH	BAC MINI GRANT 2011	11-0124		01/24/2011	1,000.00	PD
	4383	RHOADS, POLLOCK PAT	BAC MINI GRANT 2011	11-0124		01/24/2011	690.00	PD
	4678	CHARLES F. MARIE	BAC MINI GRANT 2011	11-0124		01/24/2011	500.00	PD
	4854	ALISON WILLIAMS	BAC MINI GRANT	11-0124		01/24/2011	500.00	PD
	5071	COCHISE COUNTY ASSOCIATIO	BAC MINI GRANT 2011	11-0124		01/24/2011	1,000.00	PD
	5296	BAER, GRETCHEN	BAC MINI GRANT 2011	11-0124		01/24/2011	600.00	PD
	5733	DIETZ, CHRISTOPER L	BAC MINI GRANT 2011	11-0124		01/24/2011	360.00	PD
	5734	GARRETT, RACHEL	BAC MINI GRANT 2011	11-0124		01/24/2011	600.00	PD
	5735	MEGGISON, SARAH	BAC MINI GRANT 2011	11-0124		01/24/2011	900.00	PD
	5736	GREENWAY ELEMNTY ART DE	BAC MINI GRANT 2011	11-0124		01/24/2011	1,000.00	PD
	5737	BISBEE FARMERS MARKET	BAC MINI GRANT 2011	11-0124		01/24/2011	800.00	PD
	5738	BISBEE OBSCURE PRODUCTION	BAC MINI GRANT 2011	11-0124		01/24/2011	1,000.00	PD
	5739	COPPER QUEEN LIBRARY	BAC MINI GRANT	11-0124		01/24/2011	850.00	PD
							12,500.00	*
50-40-21000	AIRPORT FUND - FUND EXPENDITURES - ELECTRIC							
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC-BISBEE JCT RD/AIRPORT	11-0202		02/02/2011	253.99	
50-40-22000	AIRPORT FUND - FUND EXPENDITURES - WATER							
	1584	NACO WATER COMPANY LLC	NACO WATER/AIRPORT	11-0201		02/02/2011	104.80	
50-40-22550	AIRPORT FUND - FUND EXPENDITURES - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS	11-0111		01/31/2011	47.03	
53-40-30012	POLICE SPECIAL REVENUE& GRANTS - 53-40 - Misc Pol Grant-GOER-Border Sec							
	4304	DURHAM COMMUNICATIONS, IN	3 RADIOS /BPD	39363		02/09/2011	4,498.32	PD
	5741	MIDWAY CHEVROLET-ISUZU	2011 CHEVY SUV-BSEP GRANT/BI	621172		02/07/2011	40,696.94	PD
							45,195.26	*
53-40-35000	POLICE SPECIAL REVENUE& GRANTS - 53-40 - EXPENDITURES - FED ASSET FORFT							
	1150	SPRINT PCS	CELL PHONE SERVICE	4487812-038		01/29/2011	558.65	PD
	4304	DURHAM COMMUNICATIONS, IN	DVD ROM DRIVE/BPD	39300		01/25/2011	456.21	
	4304	DURHAM COMMUNICATIONS, IN	3 RADIOS /BPD	39364		02/07/2011	6,162.30	PD
							7,177.16	*
54-40-13000	SEWER FUND - FUND EXPENDITURES - UNIFORMS							
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/WW	210077486		01/20/2011	18.15	
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/WW	210080279		01/27/2011	18.15	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
							36.30	*
54-40-21000	SEWER FUND - FUND EXPENDITURES - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)	ELEC-940 W PURDY LN		11-0202		02/02/2011	7,125.70	
54-40-24000	SEWER FUND - FUND EXPENDITURES - TELEPHONE & FAX							
	1150 SPRINT PCS	CELL PHONE SERVICE		4487812-038		01/29/2011	98.58	PD
54-40-34102	SEWER FUND - FUND EXPENDITURES - OTHER - TESTING							
	1462 LEGEND TECHNICAL SERVICES	TESTING FEES		1018742		12/16/2010	762.00	
	1462 LEGEND TECHNICAL SERVICES	TESTING FEES		1101062		01/21/2011	742.00	
	1462 LEGEND TECHNICAL SERVICES	TESTING FEES		1101223		01/26/2011	92.00	
	1462 LEGEND TECHNICAL SERVICES	TESTING FEES		1101314		01/27/2011	150.00	
							1,746.00	*
54-40-41700	SEWER FUND - FUND EXPENDITURES - CONTRACT SERVICES							
	1650 PRUDENTIAL OVERALL SUPPLY	CONTRACT SERVICES/WW		210077486		01/20/2011	27.51	
	1650 PRUDENTIAL OVERALL SUPPLY	CONTRACT SERVICES/WW		210080279		01/27/2011	27.51	
	4415 CULLIGAN/OASIS BOTTLED WTF	DRINKING WATER/WW		12X11978400		11/23/2010	57.44	
	5710 XEROX CORPORATION	CONTRACT SVC/WW		52762166		01/20/2011	49.86	
							162.32	*
54-40-71001	SEWER FUND - FUND EXPENDITURES - PERMITS & LICENSES							
	1073 AZ DEPT OF ENVIRONMENTAL C	APP ANNUAL REGISTRATION FEE		8782		01/24/2011	5,000.00	
56-40-13000	SANITATION FUND - FUND EXPENDITURES - UNIFORMS							
	1650 PRUDENTIAL OVERALL SUPPLY	UNIFORMS/SANITATION		210077480		01/20/2011	52.57	
	1650 PRUDENTIAL OVERALL SUPPLY	UNIFORMS/SANITATION		210080273		01/27/2011	52.57	
							105.14	*
56-40-21000	SANITATION FUND - FUND EXPENDITURES - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)	ELEC-SAN		11-0127		01/27/2011	130.50	
56-40-23000	SANITATION FUND - FUND EXPENDITURES - GAS							
	1751 SOUTHWEST GAS CORPORATIC	GAS-SANITATION		11-0131		01/31/2011	67.82	
56-40-24000	SANITATION FUND - FUND EXPENDITURES - TELEPHONE & FAX							
	1150 SPRINT PCS	CELL PHONE SERVICE		4487812-038		01/29/2011	32.86	PD
56-40-41600	SANITATION FUND - FUND EXPENDITURES - SAFETY EQUIPMENT							
	4032 GALETON	SAFETY EQUIPMENT/ SANITATIC		955910		01/25/2011	28.83	
56-40-52501	SANITATION FUND - FUND EXPENDITURES - INSURANCE CLAIMS & DEDUCTABLES							
	1139 AZ MUNICIPAL RISK RTNTN POC	CLAIM # 13011891 S.LERCHER		13011891		01/23/2011	1,025.31	
56-40-72000	SANITATION FUND - FUND EXPENDITURES - RECYCLING PROGRAM							
	1129 BARNETT'S OXYGEN SERVICE	PROPANE/RECYCLE		1102		01/31/2011	182.20	
59-40-22550	QUEEN MINE FUND - FUND EXPENDITURES - SEWER AND GARBAGE SERV.							
	1225 BISBEE PUBLIC WORKS	S&G FEES JAN'11/VDEPTS		11-0111		01/31/2011	333.07	
59-40-24000	QUEEN MINE FUND - FUND EXPENDITURES - TELEPHONE & FAX							
	1150 SPRINT PCS	CELL PHONE SERVICE		4487812-038		01/29/2011	32.86	PD
	1791 QWEST COMMUNICATIONS - T1 LIN	MONYHLY LONG DIST & INTERNE		1147988897		01/31/2011	22.62	
							55.48	*
59-40-41604	QUEEN MINE FUND - FUND EXPENDITURES - SPECIAL SUPP - MERCHANDISE							
	2558 SMITH-SOUTHWESTERN INC.	TIN MUGS, COPPER THIMBLES, E		583635		01/19/2011	273.18	
	4200 ILONA F. SMEREKANICH	RMBRSMNT-AMENONITE /QM		11-0203		02/03/2011	45.00	PD
	4200 ILONA F. SMEREKANICH	RMBRSMNT- VARIOUS MINERALS		11-0203		02/03/2011	554.00	PD
	4200 ILONA F. SMEREKANICH	RMBRSMNT- VARIOUS MINERALS		11-0203		02/03/2011	205.00	PD
	4699 GRAEME DOUGLAS	PERUVIAN BIRDS-REIMBURSMNT		145		01/31/2011	360.00	PD
	5730 VILLAGE ORIGINALS	VARIOS MINERALS & FOSSILS		11-0202		02/02/2011	1,526.23	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
							2,963.41	*
59-40-42500	QUEEN MINE FUND - FUND EXPENDITURES - OTHER-TOUR MAINT-INTERIOR							
	4699 GRAEME DOUGLAS		RMBRSMNT - DVD PLAYER	11-0120		01/20/2011	32.52	PD
59-40-42501	QUEEN MINE FUND - FUND EXPENDITURES - TOUR MAINTENANCE							
	1609 OLANDER PEST CONTROL		PEST CNTRL SRVCS/QMINE	11-0113 QM		01/13/2011	50.00	
59-40-44000	QUEEN MINE FUND - FUND EXPENDITURES - CONCESSION							
	1245 PHOENIX COCA-COLA BOTTLING		SODAS/QMINE	215050618		02/02/2011	152.00	
	5195 ARMSTRONG, CONNIE		SUPPLIES GIFT SHOP	11-0126		01/26/2011	19.84	PD
	5195 ARMSTRONG, CONNIE		RMBRSMNT-SUPPLIES/QM	11-0130		01/30/2011	4.46	PD
							176.30	*
59-40-53500	QUEEN MINE FUND - FUND EXPENDITURES - DOC WORKERS							
	3163 AZ STATE PRISON CMPLX-DOUC		DOC LABOR CREW/VDEPTS	11-0103 59		01/03/2011	126.00	
89-36-50010	YOUTH PROGRAM FUND - MISCELLANEOUS - FUND RAISING PROCEEDS							
	5731 BISBEE HIGH SCHOOL		FUNDRAISING EXPENSES	11-0107		01/07/2011	100.00	PD
96-40-41505	BISBEE BUS FUND - FUND EXPENDITURES - ADMIN MISC EXPENSES							
	1153 BISBEE OBSERVER		PUBLIC NOTICE - BBS FUNDING	2100		01/13/2011	8.71	
96-40-41606	BISBEE BUS FUND - FUND EXPENDITURES - CCS OPERATING EXPENSES							
	3123 CATHOLIC COMMUNITY SERVIC		EXPNSSES DEC'10 BSB BUS/BSB B	11-0114		01/14/2011	8,036.17	
96-40-41607	BISBEE BUS FUND - FUND EXPENDITURES - CITY OPERATING EXPENSE							
	1150 SPRINT PCS		CELL PHONE SERVICE	4487812-038		01/29/2011	32.86	PD
	2228 WILLCOX AUTO PARTS INC.		PARTS/BBUS	50542		01/07/2011	316.53	
	2228 WILLCOX AUTO PARTS INC.		PARTS/BBUS	52061		01/21/2011	384.72	
	2228 WILLCOX AUTO PARTS INC.		PARTS/BBUS	52229		01/24/2011	86.58	
	4734 LAWLEY'S TEAM FORD		REPAIR BBS	15103663		01/11/2011	161.12	
							808.65	*
Grand Total:							229,107.32	

Dated: _____
 Mayor: _____
 City Council: _____

 City Recorder: _____
 City Treasurer: _____



AGENDA ITEM NUMBER 2a

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 9, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON JANUARY 18, 2011, 7:00 P.M.
DATE ACTION REQUESTED: February 15, 2011	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> FORMAL ACTION	
OTHER:		

TO: Mayor and Council

FROM: Gloria P. Gonzalez, City Clerk

RECOMMENDATION: Approve the Minutes of the Regular Session of the Mayor and Council.

PROPOSED MOTION: I move to Approve the Minutes of the Regular Session of the Mayor and Council held on January 18, 2011, 7:00 P.M.

DISCUSSION:

FISCAL IMPACT: No Impact

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Gloria P. Gonzalez
Gloria P. Gonzalez, City Clerk

Reviewed by: W.J. Porter
W.J. Porter, Mayor

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, HELD ON TUESDAY, JANUARY 18, 2011, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

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

ROLL CALL

COUNCIL

Councilmember Boyd Nicholl, Ward I

Councilmember Bennie Scott, Ward III

Councilmember Luche Giacomino, Ward II

Mayor W.J. "Jack" Porter

Councilmember Anna Cline, Ward III

Councilmember Ransom Burke, Ward II, Mayor Pro Tempore Excused

Councilmember Ken Budge, Ward I

STAFF

Stephen J. Pauken, City Manager

Gloria P. Gonzalez, City Clerk

Jim Elkins, Chief of Police

Jack Earnest, Fire Chief

Tom Klimek, Public Works Director/City Engineer

INVOCATION: Mayor Porter asked for a Minute of Silence.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Porter apologized for the bad sound being emitted during the Council Meeting.
- Mayor Porter announced that there were five vacancies on the Streets and Infrastructure Committee. The Committee will attempt to come up with a new financing plan.
- Mayor Porter announced that new safety procedures were being implemented during Council meetings because of recent incidents.

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

GENERAL BUSINESS:

ACCOUNTS PAYABLE: Subject to availability.

MOTION: Councilmember Cline moved to approve Account Payable in the amount of \$189,686.91.

SECOND: Councilmember Scott.

MOTION PASSED: UNANIMOUSLY

3. Discussion and Possible Approval of Entering into an Agreement with M. Greene Planning and Resource Development to Update the Bisbee Arts Commission Strategic Plan in the Amount of \$600.00.

John Charley, Community Development Director

Mr. Pauken explained that the Bisbee Arts Commission (BAC) was re-established under Emergency Ordinance O-10-15 and that some of the duties and responsibilities had changed. He added that the 2009 Strategic Plan, which BAC follows, was now outdated. The BAC has requested that Melanie Greene, M. Greene Planning and Resource Development, conduct a Strategic Plan Work Session on February 7th at the BAC regular meeting that would enable BAC to focus and better plan on carrying out the duties set forth in the Ordinance. The cost of \$600 for this project would be funded by BAC.

Councilmember Nicholl read into the minutes, Section 8: Duties and Responsibilities of the BAC from Emergency Ordinance O-10-15. He then asked how this would impact the BAC in relation to the City. Mr. Pauken replied that in the past there had been some misperception over the role of BAC in relation to their function as a committee of the City. There had also been a couple of budget cycles where the amounts allocated for different parts of their budget had been at issue. He further commented that the best outcome of this meeting was to ensure that BAC Commissioners thoroughly understood their role, how it interfaced with City government, and how the money was raised, spent and budgeted.

MOTION: Councilmember Cline moved to approve entering into an agreement with M. Greene Planning and Resource Development to update the BAC Strategic Plan for a total cost of \$600.

SECOND: Councilmember Giacomino.

MOTION PASSED: UNANIMOUSLY

4. Discussion and Possible Approval of the Bisbee Arts Commission Recommendations for Mini-Grant Funding.

John Charley, Community Development Director

Mr. Pauken explained that this was an annual program sponsored by the BAC for a number of years known as the Mini-Grants Program, which encompasses visual and performing arts. The process includes submission of an application, presentation by the artist, an extensive review, and independent scoring criteria. He added that the BAC based their decision on the number of local people served, the quality of the art experience, how long the community would benefit from the project and if the project was truly art-based. Of the twenty-five (25) applications submitted, nineteen (19) applications were recommended for funding, with four having stipulations. He indicated that review by the City Attorney found that it did not meet the criteria established and that this project had been awarded \$500. In addition, Mr. Pauken explained that one project recommended for funding was an Art in Public Place application presented by Caroline Toronto, for art work attached to a wall in Goar Park. He explained that although the art in public place issue had been discussed in the past, no specific policy had been implemented. Mr. Pauken conveyed that the Community Development Director requested that the application of Caroline Toronto be removed from this agenda and recommended further discussion at the next council meeting. Mr. Pauken advised that this Project would be funded by BAC Budget, with the anticipation that the entire

\$15,000 budget would be spent assuming that all the projects were approved and executed by the artists.

MOTION: Councilmember Budge moved to approve the Bisbee Arts Commission Recommendations for Mini-Grant Funding.

SECOND: Councilmember Nicholl.

Mayor Porter amended the motion to approve the Bisbee Arts Commission Recommendations for Mini-Grant Funding and that the application of Caroline Toronto be removed from this item and brought back for the next regular meeting.

SECOND: Councilmember Nicholl MOTION PASSED: UNANIMOUSLY

5. Discussion and Possible Approval of Resolution R-11-02 Supporting the Bisbee Bus Transit Program (ADOT) and the Application for Funds to Operate the Bisbee Transit/ Bus System.

John Charley, Community Development Director

Mr. Pauken explained that Resolution R-11-02 regarded the continued annual support of the Bisbee Bus Program and the application to provide funding and the match, as well as approval of the drug and alcohol policy. He indicated that the match had already been budgeted for this Fiscal Year budget in anticipation of one more year to provide the Bisbee Bus Transit program. He added that the Drug and Alcohol Policy needed to be approved as it was also a Federal annual requirement.

MOTION: Councilmember Nicholl moved to approve Resolution R-11-02 in support of the Bisbee Bus Transit Program and its continued administration and operation through grant application to ADOT.

SECOND: Councilmember Scott. MOTION PASSED: UNANIMOUSLY

ROLL CALL VOTE:

AYES: Councilmembers Nicholl, Scott, Giacomino, Cline, Budge and Mayor Porter.

NAYS: 0 MOTION PASSED: AYES: 7 NAYS: 0

6. Discussion and Possible Approval of a Proposed Agreement with Border Cities Land Corporation.

Stephen J. Pauken, City Manager

Mr. Pauken reported that the negotiation process with the principals of the Border Cities Land Corporation (BCLC), resulted in a proposed agreement, and further explained the proposed revisions to each section of the agreement. He also introduced Mr. Scott Reiss, one of the principals of BCLC, who was on hand to answer any questions.

Mayor Porter asked if BCLC would accept the agreement if Council signed the document. Mr. Reiss responded in the affirmative.

Councilmember Budge expressed his view on this matter and indicated that he was glad this project was behind us. Mr. Reiss explained they felt the same way and expressed his gratitude to Mr. Pauken for the good faith effort to put this to rest and move on.

Councilmember Nicholl expressed his thanks to Mr. Pauken for the good job.

MOTION: Councilmember Budge moved to approve the proposed agreement with Border Cities Land Corporation.

SECOND: Councilmember Cline.

MOTION PASSED: UNANIMOUSLY

7. Discussion and Possible Approval of the Text of an Agreement with Arizona Ambulance Transport.

Stephen J. Pauken, City Manager

Mr. Pauken explained the negotiation process with the principals of the Arizona Ambulance Transport (AAT) which also resulted in a proposed agreement. He introduced Mr. Ted Van Horne and Mr. Paul Peterson, the principal owners of AAT. He asked that if Council approved the agreement, the motion needed to be worded in such a way that the document could be cleaned up and finalized in contract form. He advised that the Hearings were to be scheduled beginning January 31st and that the principal parties and Attorneys need to perform certain actions for dismissal soon. Mr. Pauken explained the changes to each section of the proposed agreement that had been agreed to by both the City and Arizona Ambulance. Mr. Pauken further thanked Mr. Van Horne for his time spent on the phone to work out the details and for putting up with his pigheadedness. .

Mr. Van Horne thanked Mr. Pauken for all his efforts to move forward on this issue and further thanked Council.

Councilmember Cline expressed her content that an agreement had been reached. She commented that the agreement stated that an ambulance would be placed within the CON 100 and asked where an ambulance would be placed and how this would affect their personnel. Mr. Van Horne replied the possibility of a Sub-Operation housed in Bisbee that could be licensed with the State, with the possibility of AAT crew shift changes; however this was all still being work out.

Mayor Porter asked if AAT would obtain a City Business License. Mr. Van Horne replied that they could certainly do this.

Mayor Porter asked if their intent was to abide by the agreement and not respond to the direct request from the Hospital. Mr. Van Horne replied yes, and that this needed to be stated that this was part of the C1 rules, not only from AAT agreement with Bisbee, but within the State License Ambulance Service.

Mayor Porter asked if AAT planned to accept any direct calls for service by residents or businesses in the City of Bisbee CON. Mr. Van Horne replied no, obviously the same thing.

Mayor Porter asked how AAT planned to compensate the City if they accepted a transfer from the Hospital, even if it was inadvertent. Mr. Van Horney indicated that they would not compensate the City.

Mayor Porter asked if Mr. Van Horne or any of his associates were in contact with any of the Executive Director or members of the Board of Copper Queen Hospital prior to applying for this alternate CON. Mr. Van Horne replied yes.

Councilmember Budge commented that the City had a huge investment in the ambulance service, personnel and training whereby, the City protected its business. He commented that as long as everyone lived within the agreement that it actually synergized the City through possible growth. He further indicated this agreement could work for the City and AAT if staff continued to work together.

MOTION: Councilmember Nicholl moved to approve an agreement with Arizona Ambulance Transport and the City of Bisbee in the text that has been offered here tonight.

SECOND: Councilmember Scott.

MOTION PASSED: UNANIMOUSLY

8. City Manager's Report with Possible Discussion on the following topics:

- Mr. Pauken reported on the General Fund Summary for the period ended December 31, 2010. Revenues for the year to date were at 45.5% of budget, while expenditures were at 48.7%. The benchmark was 50%, so that both revenues and expenditures were well below the level projected for the year. Net revenue over expenditures was (\$207,941), compared to \$3,500 in the positive for last year. The main contributor for the negative outcome was \$129,000 paid for the new ambulance and heart monitor, along with \$49,000 from the Contingency fund for legal expenses. He added that the City would recover the money for the ambulance and equipment through reimbursement by the Finance Company. He also reported that there were six months remaining in the Fiscal Year.
- Mr. Pauken provided an update on Arizona Street. He informed Council that the Kick-off meeting was scheduled for 9:00 a.m., Wednesday, January 19th at City Hall to make arrangements for the construction phase of the project. Construction schedule information would be provided after this meeting.
- Mr. Pauken reported that it was his fifth-year anniversary of his employment with the City and also Peggy's and his wedding anniversary.

COUNCIL COMMENTS:

- Councilmember Budge commented on the tragedy that occurred in Tucson.

MOTION: Councilmember Nicholl moved to adjourn the meeting.

SECOND: Councilmember Budge.

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 8:05 PM

W.J. Porter, Mayor



AGENDA ITEM NUMBER 26

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 10, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE MINUTES OF THE JOINT WORK SESSION BETWEEN MAYOR AND COUNCIL AND THE PLANNING AND ZONING COMMISSION HELD ON JANUARY 6, 2011, 5:30 P.M.
DATE ACTION REQUESTED: February 15, 2011	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER:	

TO: Mayor and Council

FROM: Gloria P. Gonzalez, City Clerk

RECOMMENDATION: Approve the Minutes of the Joint Work Session between Mayor and Council and the Planning and Zoning Commission.

PROPOSED MOTION: I move to Approve the Minutes of the Joint Work Session between Mayor and Council and the Planning and Zoning Commission held on January 6, 2011, 5:30 P.M.

DISCUSSION:

FISCAL IMPACT: No Impact

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Gloria P. Gonzalez Reviewed by: W.J. Porter
 Gloria P. Gonzalez, City Clerk W.J. Porter, Mayor

MINUTES

MINUTES OF THE JOINT WORK SESSION BETWEEN THE MAYOR AND COUNCIL AND THE PLANNING & ZONING COMMISSION OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA HELD ON THURSDAY, JANUARY 6, 2011 AT 5:30 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR PORTER AT 5:30 PM.

ROLL CALL

COUNCIL

Councilmember Boyd Nicholl, Ward I

Councilmember Bennie Scott, Ward III

Councilmember Luche Giacomino, Ward II

Mayor W.J. "Jack" Porter

Councilmember Anna Cline, Ward III

Late 5:37

Councilmember Ransom Burke, Ward II, Mayor Pro Tempore

Councilmember Ken Budge, Ward I

PLANNING AND ZONING COMMISSIONERS:

Commissioner Mark Appell

Commissioner Alan Moore

Commissioner Judy Anderson

Commissioner Jerry Stafford

STAFF

Stephen J. Pauken, City Manager

Gloria P. Gonzalez, City Clerk

John Charley, Community Development Director

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

1. A JOINT WORK SESSION WITH THE PLANNING AND ZONING COMMISSION TO REVIEW AND DISCUSS POSSIBLE AMENDMENTS TO THE BISBEE ZONING CODE, ARTICLE 8, PARKING AND LOADING AS IT RELATES TO 5.3 OF THE ZONING CODE, HISTORIC PRESERVATION OVERLAY ZONE.

JOHN CHARLEY, COMMUNITY DEVELOPMENT DIRECTOR

John Charley explained that several months ago he presented to the Planning and Zoning Commission some initial thoughts on developing a specific parking code dedicated to the historic district. The Commission felt it was appropriate to have this Joint Session to present more specific recommendations. Mr. Charley explained that this was a work in progress and not meant to be final, as these were broad strokes about a complex issue.

Commissioner Mark Appell expressed concerns to overcome the public opinion to bring parking meters to Old Bisbee because the issue was more complicated than that.

Mr. Charley then provided a power point presentation that is attached as Exhibit "A" to the original minutes of the Work Session..

Commissioner Appell commented that Mr. Charley made a strong case and felt that the recommendations were very sound and quick fixes to the existing problems.

Commissioner Alan Moore pointed out the amount of perceived controversy over the proposed changes that may not be understood. He felt this was a great opportunity. There were many business owners and potential builders of residences that could not proceed because they did not meet the current parking regulations. He added that by reducing the requirement, there would still be a number of properties that could not expand or obtain a permit to build.

Councilmember Nicholl asked if the City reduced the number of parking spaces required, which obviously would be done because the City would need the "In Lieu" fees. He asked if the City owned any other sizeable property in the Historic District. Mr. Charley replied that the City did not. Councilmember Nicholl commented that there was no capital need to purchase lots and that this was a big issue. Mr. Charley replied that across the U.S., these programs ranged from \$5,000 a spot to \$20,000 a spot. Without the revenue stream the City would miss out on an opportunity, but there were other options. If the growth is there, the funding stream was there. Councilmember Nicholl expressed that the City was faced with enormous limitations.

Commissioner Moore stated that it would take a large number of contributors for this fund to have a great deal of impact on the infrastructure of Old Bisbee. The proposal would give an alternative to businesses that would like to expand to the next level. Councilmember Nicholl pointed out that the City was frozen by the current parking regulations and needed to move toward some creative solution.

Mayor Porter pointed out that if a building like the Lyric Theater was purchased and an individual put down \$500,000 for the building, \$200,000 for business inventory and stocking shelves, and then pay another \$150,000 for parking spaces, was not going to happen. Mayor Porter indicated that all Old Bisbee parking standards should be eliminated completely and grandfather all existing commercial buildings. These buildings have always been there and seem to have parking; however, the requirement for the Special Use Permits (SUP) for all new construction and residential could be appealed to the Board of Adjustment. He commented that this had occurred and the Board of Adjustment turned them down.

Councilmember Scott was aware of the problems and had concern with the residential parking and fees. An example used was 725 B & C Tombstone Canyon – if these were rentals and a person wanted to rent the house, who was responsible for the payment of the parking spot. Mr. Charley stated that this did not apply to existing buildings and only applied to new structures or businesses that were hoping to be expanded.

Councilmember Scott commented that it would be nice to see parking tickets again, because there are cars parked in the No parking zones on Brewery Gulch and further expressed that he was a little against these “In Lieu” fees. Mayor Porter commented that this would actually stifle growth in Old Bisbee.

Councilmember Budge expressed the elimination of the need for any kind of parking requirements, but the City has a responsibility to protect what is there now. Mayor Porter explained that this was where the City would grandfather the existing building, but new construction would not. Mayor Porter reiterated that the City would eliminate all Old Bisbee standards, grandfather all existing commercial buildings and require Special Use Permits for all new construction. Councilmember Budge asked under the Special Use Permits what regulation would require the new construction to provide parking. Mayor Porter stated it could be required through the Special Use Permit. Councilmember Budge pointed that the only thing the “In Lieu” fees would do, was to give the City a revenue stream to produce pocket parking in the residential areas.

Councilmember Budge asked if the idea came up of required Special Use Permits for every new construction, would the Planning and Zoning Commission handle it on a case by case basis. Commissioner Appell replied that this might not be a sound planning principal, and there needed be some standards and guidelines to fall back on. Mayor Porter recalled one case that came before the Planning and Zoning Commission for an SUP for a new construction on High Road where the chance to waive requirements came up, but didn’t because the neighborhood standards came into play. John Charley replied that it also went before the Board of Adjustments and was denied, but that in that case, the off street parking requirements were not met. Without the off street parking, the City could not issue a building permit.

Councilmember Scott expressed that he would like to see the parking on Walsh Avenue expanded and that signage was needed. He explained that some of the parking lots needed to be signed so that people could get to these areas.

Councilmember Budge said that if the City would allow people to expand because the City has a responsibility to expand the parking that was available, but it would be costly. He indicated that whatever the decision was, it would not solve all the issues..

Councilmember Giacomino asked if the City owned any other property in Old Bisbee, other than Walsh Avenue that could be developed into small parking lots. Mr. Charley replied that there might be a few small ones, but nothing sizeable.

Councilmember Burke agreed with Councilmember Scott that enforcement of parking needed to be more consistent and felt that one ticket would stop 10 other cars from parking there. Sooner or later, the City would need to provide more spaces. Councilmember Burke asked if this is a one time fee and if it transferred with the deed. Mr. Charley replied in the affirmative.

Councilmember Cline also agreed with the parking enforcement and should be started immediately.

Commissioner Appell indicated that it was as constrained in Old Bisbee as has been perceived and that there was a light at the end of the tunnel. Another possibility was someone wanting to build a parking garage.

John Charley suggested that the City could not go wrong here, no matter what was decided and that whatever came out of this would be better than what the City already has.

MOTION: Councilmember Nicholl moved to adjourn the meeting.

SECOND: Councilmember Budge

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT 6:35

W.J. Porter, Mayor



AGENDA ITEM NUMBER 2c

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 10, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF MICHAEL JAMES LAWSON TO THE STREETS AND INFRASTRUCTURE COMMITTEE.
DATE ACTION REQUESTED: February 15, 2011	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> FORMAL ACTION	
	OTHER:	

TO: Mayor and Council

FROM: Gloria P. Gonzalez, City Clerk

RECOMMENDATION: Approve the Appointment of Michael James Lawson.

PROPOSED MOTION: I Move to Approve the Appointment of Michael James Lawson to the Streets and Infrastructure Committee.

DISCUSSION:

Mr. Lawson has submitted his application for appointment to the Streets and Infrastructure Committee. If approved, Mr. Lawson will serve for a two-year term (February 2011 – February 2013).

FISCAL IMPACT: No Impact

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Gloria P. Gonzalez
Gloria P. Gonzalez, City Clerk

Reviewed by: W.J. Porter
W.J. Porter, Mayor

Board / Commission Vacancy Application

FEB - 8 2011

7/FEB/2011

CITY OF BISBEE
FINANCE DEPARTMENT

Date

Mayor and Council
City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603

I would like to apply for a seat on the Streets and Infrastructure
Board or Commission Name

A resident of Bisbee for 1 years, my residential address is 314 VAN DYKE ST.
BISBEE, AZ 85603

Subsequent information is provided which may enhance appointment to this commission:

Previous Employment (Employer, Job Title, Dates Employed):

USMC 98-03
HDS 03-04
ACE HARDWARE 04-05

Civic Participation (Clubs, Office Held, Dates Participated):

WBS SCOUT 85-91 MONTCLAIR LITTLE LEAGUE 86-89
BOY SCOUT 91-98 BREAKFAST OPTIMIST 91-93

Other Information (Optional):

CERTIFIED PLANE CAPTAIN-99-03
CERTIFIED SHIPBOARD FIRE FIGHTER-99-03
VOLUNTEER AT IVEY RANCH PARK OCEANSIDE, CA 91-93

I am qualified and interested to serve on this commission because: My experience with mechanics, inspections, personal skills, operating in a quality controlled environment is vast. My sense of duty is great. I have served my country, now I want to serve my community.
I understand that I must have resided in Bisbee for at least one year and that my appointment will be based on the above information. I further understand that I will abide by all rules, regulations, and bylaws of the commission to which I am appointed as well as all federal, state and local laws.

MICHAEL JAMES LAWSON Michael James Lawson
Printed or Typed Name Applicant Signature

Mailing Address (if different from above): _____

E-mail Address: _____

Telephone Number(s): Home _____ Work _____

Cell (714) 631-6821

**Waiver Request for
Board / Commission Applicant**

7/FEB/2011
Date

Mayor and Council
City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603

Dear Members of the Council:

I am applying for a seat on the Streets and Infrastructure and
Board or Commission Name
request that the following rule be waived:

- Residency requirement (1 year)
- Length of Service – I have served ___ terms
on _____
- Number of Commission Memberships – I
also serve on _____

I am requesting this waiver for the following reason(s):

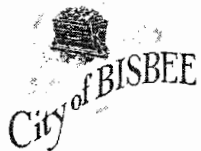
I was a resident of Arizona from 1993-2004. I graduated Nagle Middle School; Tucson, AZ in 1994. I graduated from Sahuaros High School; Tucson, AZ in 1998.

- I have been a resident of Cochise County since June 2010.*
- I am a disabled combat veteran looking to further give back to my community.*

MICHAEL JAMES LAWSON
Printed or Typed Name

Michael James Lawson
Applicant Signature

Telephone Number(s): Home _____ Work _____
Cell _____



AGENDA ITEM NUMBER 2d

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 10, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> FORMAL ACTION OTHER:	SUBJECT: ACCEPTANCE OF THE RESIGNATION OF HANS DECOZ FROM THE BISBEE ARTS COMMISSION.
DATE ACTION REQUESTED: February 15, 2011		
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT		

TO: Mayor and Council

FROM: Gloria P. Gonzalez, City Clerk

RECOMMENDATION: Accept the Resignation of Hans Decoz from the Bisbee Arts Commission.

PROPOSED MOTION: I Move to Accept the Resignation of Hans Decoz from the Bisbee Arts Commission.

DISCUSSION:

FISCAL IMPACT: No Impact

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Gloria P. Gonzalez Reviewed by: W.J. Porter
 Gloria P. Gonzalez, City Clerk W.J. Porter, Mayor

Gloria Gonzalez

From: lmarra@cityofbisbee.com
Sent: Monday, February 07, 2011 8:24 AM
To: gpgonzalez@cityofbisbee.com
Cc: acoronado@cityofbisbee.com
Subject: FW: my resignation

fyi

----- Original Message -----

From: Hans Decoz <hdecoz@gmail.com>
To: Lisa Marra <lmarra@cityofbisbee.com>, Tate Rich <RichT@cochise.edu>, Tate Rich <tarich21@hotmail.com>
Sent: Sun, 6 Feb 2011 19:10:43

Hi Tate, Lisa.

I am in Houston and won't be back till Wednesday or Thursday. This is the third meeting in a row I will not be able to attend.

I sent an email a few days ago to let you know that I intend to resign. I will be out of town pretty much every third and fourth weekend for the rest of the year.

Please consider this email as my resignation.

Please acknowledge that you received this and/or my previous email.

Thanks,
Hans

--
Hans Decoz
hans.decoz (Skype)
520 234 0296 (cell phone)
P.O. Box 1686
Bisbee, AZ 85603
www.artdecoz.com
www.decoz.com
www.numerology.com
www.tarot.com/numerology

----- End Forwarded Message -----



AGENDA ITEM NUMBER 2e

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 9, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: APPROVAL OF THE APPOINTMENT OF MAYOR AND COUNCIL TO SERVE AS COUNCIL LIAISON FOR THE DIFFERENT BOARDS AND COMMISSIONS.
DATE ACTION REQUESTED: February 15, 2011	<input type="checkbox"/> ORDINANCE	
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> FORMAL ACTION	
	<input type="checkbox"/> OTHER:	

TO: Mayor and Council

FROM: W.J. Porter, Mayor

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move to approve the appointments of Mayor and Council to serve as Council Liaison for the Boards and Commissions as indicated in the Discussion of this Council Action Form.

DISCUSSION:

The Council Liaisons appointed to the Boards & Commissions are as follows:

- **Mayor Porter** -Streets & Infrastructure Committee, Airport Advisory Committee, Bisbee Arts Commission, Public Safety Personnel Retirement Board and Planning & Zoning Commission.
- **Councilmember Bennie Scott** – Civil Service Commission
- **Councilmember Luche Giacomino** – Evergreen Cemetery Committee, Parks & Recreation Committee, Transit Advisory Committee and Youth Council.
- **Councilmember Ransom Burke** – Library Advisory Board & SEAGO Executive Board.
- **Councilmember Ken Budge** – Design Review Board, Bisbee Chamber of Commerce, and the Upper San Pedro Partnership.
- **Councilmember Anna Cline** – Police & Fire Advisory Committee.

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by:

Gloria P. Gonzalez
Gloria P. Gonzalez, City Clerk

Reviewed by:

W.J. Porter
W.J. Porter, Mayor



AGENDA ITEM NUMBER 3

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 11, 2011	TYPE OF ACTION: <u> </u> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE SECOND READING TO ADOPT ORDINANCE O-11-02 AUTHORIZING THE SALE AND TRANSFER OF CERTAIN CITY PROPERTY CONSISTING OF APPROXIMATELY 2000 SQUARE FEET OF UNPLATTED LAND LOCATED ADJACENT TO AND EAST OF 910 AMERICAN AVE.
DATE ACTION REQUESTED: February 15, 2011	<u> X </u> ORDINANCE	
<u> X </u> REGULAR <u> </u> CONSENT	<u> </u> FORMAL ACTION <u> </u> OTHER:	

TO: Mayor and Council
FROM: John Charley, Community Development Director
RECOMMENDATION: Approve Ordinance O-11-02.
PROPOSED MOTION: I move to approve the Second Reading of Ordinance O-11-02 authorizing the sale and transfer of certain property consisting of approximately 2000 square feet of un-platted land that is east and adjacent to 910 American Avenue to Vincent Robel for the sum of \$10,000.00.

DISCUSSION: This Ordinance will formally authorize the transfer of the surplus City property as approved by the Mayor and Council in connection with the Public Auction held on February 1, 2011. Pursuant to Article 7.05(h), this Ordinance will finalize the transaction, as previously approved.

FISCAL IMPACT: \$10,000.00
DEPARTMENT LINE ITEM ACCOUNT: 99-30-50999
BALANCE IN LINE ITEM IF APPROVED: To be determined

Prepared by:
John Charley
John Charley, Community Development Director

Reviewed by:
Stephen J. Pauken
Stephen J. Pauken, City Manager

ORDINANCE O-11-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE SALE AND TRANSFER OF CERTAIN SURPLUS CITY PROPERTY CONSISTING OF APPROXIMATELY 2000 SQUARE FEET OF UNPLATTED LAND ADJACENT TO AND EAST OF 910 AMERICAN AVE IN BAKERVILLE.

WHEREAS, pursuant to Section 1.03 of the Charter of the City of Bisbee, the City has the authority to sell such City property as its interests may require; and

WHEREAS, pursuant to Section 2.6.9 of the City Code, the transfer and conveyance of the subject property has been properly noticed, has been the subject of two Public Hearings and has been recommended by the Planning and Zoning Commission; and

WHEREAS, the Mayor and Council, have determined that it would be in the best interest of the City of Bisbee to sell the City's interests in that certain property of approximately 2000 square feet of unplatted land adjacent to and east of 910 American Avenue in Bakerville; and

WHEREAS, the City has publicly offered this property for sale to the highest bidder, has received an offer that meets or exceeds the minimum bid amount established for this property and has approved the sale of this property,

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

SECTION 1: The sale of that certain property, of approximately 2000 square feet of unplatted land adjacent to and east of 910 American Avenue to Vincent Robel ("Purchaser) for the sum of \$10,000.00, to be paid in cash prior to the closing of this transaction, is hereby authorized. The Mayor is further authorized to execute a Quit Claim Deed on behalf of the City for the transfer of this property and to execute any and all additional documents that may be necessary for the completion of this transaction.

SECTION 2: Prior to the closing of this transaction, the Purchase shall provide to the City at the Purchaser's sole cost and expense, a legal description and survey of the subject property for inclusion in Quit Claim Deed to be executed by the City, and Purchaser shall be responsible for all closing and recording fees in connection with this transaction.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this ____ day of _____, 2011.

APPROVED:

W.J. Porter, Mayor

ATTEST:

Gloria P. Gonzalez, City Clerk

APPROVED AS TO FORM:

Mark J. Langlitz, City Attorney



AGENDA ITEM NUMBER 4

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 2/9/2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE SECOND READING TO ADOPT ORDINANCE O-11-01 ACCEPTING AN EASEMENT FROM RICHARD SHEMANSKI FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SEWER LINE AND APPURTENANCES.
DATE ACTION REQUESTED: 2/15/2011	<input checked="" type="checkbox"/> ORDINANCE	
<input checked="" type="checkbox"/> REGULAR CONSENT	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER:	

TO: Mayor and Council
FROM: Thomas J. Klimek, P.E., R.L.S., Public Works Director
RECOMMENDATION: Recommend approval.
PROPOSED MOTION: I move to approve the second reading of Ordinance O-11-01 accepting an easement from Richard Shemanski for the construction, operation and maintenance of a sewer line and appurtenances.

DISCUSSION:
Public Works requests approval to accept an 8-foot wide sanitary sewer easement from Mr. Richard Shemanski (property owner), which will run from the sidewalk along Tombstone Canyon in a southwesterly direction uphill, to tie into the existing sanitary sewer located at the staircase.

FISCAL IMPACT: \$10.00
DEPARTMENT LINE ITEM ACCOUNT: 54-40-27500
BALANCE IN LINE ITEM IF APPROVED: To Be Determined

Prepared by:
Christie M. Jensen
for Thomas J. Klimek, Public Works Director

Reviewed by:
Stephen J. Pauken
Stephen J. Pauken, City Manager

ORDINANCE O-11-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, ACCEPTING AN EASEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF SEWER LINES AND APPURTENANCES FROM RICHARD SHEMANSKI.

WHEREAS, pursuant to Section 1.03(b) of the Charter of the City of Bisbee, the City has the authority to acquire such City property as its interests may require; and

WHEREAS, the Mayor and Council have determined that it would be in the best interest of the City to acquire an easement from Richard Shemanski for the construction, operation and maintenance of sewer lines and appurtenances.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bisbee as follows:

Section 1: That the Easement for Construction, Operation and Maintenance of Sewer Lines and Appurtenances from Richard Shemanski in substantially the form attached hereto as Exhibit A is hereby approved and the City Clerk is hereby authorized to record such Easement upon its execution and delivery to the City.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this 15th day of February, 2011.

APPROVED:

W.J. Porter, Mayor

ATTEST:

Gloria P. Gonzalez, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A
TO
ORDINANCE O-11-01**

**[Easement for Construction, Operation and Maintenance of Sewer Lines and
Appurtenances]**

See following pages.



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 8, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER:	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A NOTICE OF INTENT TO ADOPT ORDINANCE O-11-03: AUTHORIZING AN EXTENSION OF THE LEASE AGREEMENT WITH SOUTHEASTERN ARIZONA AREA GOVERNMENTS ORGANIZATION FOR A PORTION OF THE CITY HALL BUILDING TO SEAGO.
DATE ACTION REQUESTED: February 15, 2011		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT		

TO: Mayor and Council

FROM: Stephen J. Pauken, City Manager

RECOMMENDATION: Approve the notice of intent to adopt Ordinance O-11-03.

PROPOSED MOTION: I move to approve the notice of intent to adopt Ordinance O-11-03.

DISCUSSION: SEAGO has provided the City of Bisbee with their notice of intent to relocate their staff from City Hall to another facility; however preparations at their new location would require an extension to the current lease agreement. This is a three (3) month extension of the existing lease agreement with SEAGO for the continued use of a portion of the second floor of the City Hall Building. The rental payments will continue to be \$1700 per month with other terms and conditions remaining the same.

FISCAL IMPACT: \$1700 per month or \$5100 for three (3) months in rental payments.

DEPARTMENT LINE ITEM ACCOUNT: 10-36-13500

BALANCE IN LINE ITEM IF APPROVED: Not applicable

Prepared by:

Jennifer L. Graeme, Personnel Director

Reviewed by:

Stephen J. Pauken, City Manager

NOTICE OF INTENT

**PROPOSED
ORDINANCE O-11-03**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE,
COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE EXTENSION OF
THE LEASE OF A PORTION OF THE CITY HALL BUILDING TO THE
SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION (SEAGO).**

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

WHEREAS, the Southeastern Arizona Governments Organization (SEAGO) has been a long-term tenant in the City Hall Building and this arrangement has proven to be mutually beneficial to both parties; and

WHEREAS, it would be in the best interests of the City of Bisbee to extend the current lease agreement with SEAGO for an additional term of three (3) months, upon the terms and conditions of the accompanying Lease Agreement,

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

That the attached Lease Extension Agreement with the Southeastern Arizona Governments Organization is hereby approved and the Mayor is authorized to sign this agreement on behalf of the City of Bisbee.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this ____ day of _____, 2011.

APPROVED:

W.J. Porter, Mayor

ATTEST:

Gloria P. Gonzalez, City Clerk

APPROVED AS TO FORM:

City Attorney

**LEASE EXTENSION
BETWEEN THE CITY OF BISBEE
AND
SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION**

This document is an extension of the existing Lease Agreement between the aforementioned parties, which was entered into on May 20th, 2008, wherein the LESSOR (the City of Bisbee) did lease unto the LESSEE (SEAGO), the premises described in Exhibit A, incorporated by reference herein, to be utilized as office space for the LESSEE.

RECITALS

WHEREAS, the term of the current Lease Agreement will expire on July 1, 2011; and

WHEREAS, LESSEE will require an additional three (3) months beyond the term of the existing Lease Agreement to vacate the premises; and

WHEREAS, LESSOR has sufficient office space available to meet the LESSEE'S requirements; and

WHEREAS, LESSOR and LESSEE are empowered to enter into agreements and contracts; and

WHEREAS, both the LESSOR and LESSEE agree that a new lease for the premises for this additional period of time, under substantially similar terms and conditions as the current Lease Agreement, will be in the best interest of both parties.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Extension of Existing Lease

Article VII, Term of Agreement, of the existing Lease Agreement is hereby amended by extending the term of the current lease through October 1, 2011.

B. Duties, Indemnification and Insurance, and all other Terms and Conditions

All other terms and conditions of the above referenced Lease Agreement shall remain unchanged.

C. Approval of the Parties

Before this Extension shall become effective and binding upon the parties, it must be approved by the LESSEE'S Board of Directors and LESSOR'S City Council. In the event that either body fails or refuses to approve this Extension, it shall be null and void and have no effect whatsoever. The signature of each designated representative below shall constitute confirmation that this Extension has been properly authorized by the governing board of that respective party.

LEASE EXTENSION BETWEEN THE CITY OF BISBEE AND SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION

IN WITNESS THEREOF, the LESSEE has caused this instrument to be executed, and the LESSOR has caused this instrument to be executed by its duly authorized representative on the day and year signed below.

City of Bisbee

**SouthEastern Arizona
Governments Organization**

By: _____
W. J. Porter, Mayor
City of Bisbee

By: _____
Drew John, Chair
SEAGO

Date: _____

Date: _____

ATTEST:

ATTEST:

Gloria P. Gonzalez, City Clerk

Randy Heiss, Executive Director

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

The leased premises include that portion of the second floor of the property located at 118 Arizona Street, Bisbee, Arizona, as constructed on lots 114, 116, 118, 120 and 122 of Block 2, Warren Townsite, and commonly known as the City Hall Building, described as follows:

The LESSEE shall have an exclusive right to the use of the offices and storage areas located on the north side (left) of the access stairway from the first floor, subject to the terms of this Agreement.

The LESSEE shall have a right to the joint use of the hallways, restrooms and the conference room located on the second floor, on the north side (left) of the access stairway from the first floor.

The LESSEE shall have a right to the joint use of all of the means of access for ingress and egress to the second floor of this building.

**LEASE AGREEMENT
BETWEEN
THE CITY OF BISBEE
AND
SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION**

This Agreement is entered into this 20th day of May, 2008, between the Southeastern Arizona Governments Organization (SEAGO), State of Arizona, a non-profit corporation, hereinafter called "LESSEE" and the City of Bisbee, a municipal corporation, hereinafter called "LESSOR".

RECITALS

WHEREAS, LESSEE requires space to house the Office of the Southeastern Arizona Governments Organization; and

WHEREAS, LESSOR has sufficient office space available to meet LESSEE's requirements; and

WHEREAS, LESSOR and LESSEE are empowered to enter into agreements and contracts; and

WHEREAS, both the LESSOR and the LESSEE agree that a new lease for this space for an additional period, under substantially similar terms and conditions as the current lease agreement, will be in the best interests of both parties,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENTS

**I
DUTIES OF LESSOR**

A. Lease of Premises

LESSOR leases to LESSEE the premises described in Appendix A, incorporated by referenced herein, consisting of real property plus the fixtures contained therein located at 118 Arizona Street, Bisbee, Arizona, and more particularly described as a portion of the top floor of the City Hall Building, located on lots 114, 116, 118, 120 and 122 of Block 2, Warren Townsite. In addition to the specified leased premises, the LESSEE shall also have a right to share the common use of all stairs, hallways, restrooms appurtenant to the top floor

premises and all other access necessary for ingress and egress to the top floor of this building.

B. Repairs and Maintenance

LESSOR shall be responsible for repairs to or replacement of the building, premises, utilities and other support systems necessary for occupancy unless such repair or replacement is made necessary through the fault or negligence of LESSEE.

C. Utilities

The LESSOR shall provide utility services for the leased property, with the exception of all communication services, which shall include telephone, internet and cable services. The LESSOR shall pay the charges for all of the utility services provided by the LESSOR as they become due.

D. Quiet Enjoyment

LESSOR warrants that LESSEE shall be granted peaceable and quiet enjoyment of the demised premises, free from any eviction or interference by LESSOR, for as long as LESSEE pays the rent and other charges required herein and otherwise fully and punctually performs the terms and conditions as provided herein. As designated upon the attached Appendix A, the LESSOR reserves the right to share the use of the conference room and grants the LESSEE the joint use of the second floor restrooms and necessary access to the leased property.

**II
DUTIES OF LESSEE**

A. Payment of Rent

LESSEE shall pay to LESSOR the sum of One Thousand Seven Hundred Dollars (\$1,700.00) per month, payable in advance, on or before the first day of each month during the term of this lease.

B. Repairs and Maintenance

LESSEE shall be responsible for any repairs, replacement or maintenance made necessary through the fault or negligence of the LESSEE, its officers, employees, agents, guests or invitees.

C. Utilities

LESSEE shall obtain all communication services in its own name and shall be responsible for any such charges as they become due.

D. Use and Non-assignment

The LESSEE shall only use the building for the purposes of conducting the general business of the LESSEE. The LESSEE shall not assign any of the rights associated with this Lease to any third party or make any additional use of the premises without the express written consent of the LESSOR.

E. Surrender of Premises

LESSEE shall surrender the premises at the end of the lease term or any renewal thereof, in the same condition as when LESSEE took possession, allowing for reasonable wear.

**III
INDEMNIFICATION AND INSURANCE**

A. Obligation of Lessor

LESSOR shall indemnify and hold LESSEE harmless from any and all claims for damages arising from any negligence or intentional torts of the LESSOR, its officers, agents and employees, but only to the extent of any comparative fault of the LESSOR for any such negligence or intentional actions. The leased premises are made available to the LESSEE on an "AS IS," "WHERE IS" basis. The LESSOR makes no warranties or promises that these premises are suitable for the LESSEE'S needs or those of the public which the LESSEE serves, and will not provide any indemnification for any claims that these premises, or the condition thereof, are not suitable for use by the LESSEE.

B. Obligation of Lessee

LESSEE shall indemnify and hold the LESSOR harmless from any and all claims for damages arising from the negligence or intentional torts of LESSEE, its officers, employees and agents, during the term of this Agreement, but only to the extent of any comparative fault of the LESSEE for any such negligence or intentional actions. During the period of this Lease, the LESSEE shall obtain and maintain, at its own expense, public liability insurance, in an amount of not less than one million dollars (\$1,000,000.00), to protect against any potential liability arising from the use of these premises and its obligations under this Lease. The LESSEE shall cause this policy to name the LESSOR as an additional named insured, as LESSOR'S interests appear. LESSEE shall provide LESSOR with a certificate of coverage and evidence that LESSOR has been named as an additional insured.

IV ALTERATIONS AND IMPROVEMENTS

LESSEE may make such alterations and improvements as may be needed to make the building suitable to meet its requirements. Any such improvements will not be made prior to written notice to LESSOR describing the nature and extent of such alterations and the receipt of the LESSOR's written permission to undertake such improvements. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or the premises.

Any alterations, additions and improvements on or in the leased premises at the commencement of the lease term and any that may be erected or installed during the term, shall become part of the leased premises and the sole property of the LESSOR, unless the parties expressly agree in writing that such alterations, additions and improvements shall remain the property of the LESSEE and shall be removed by the LESSEE upon termination of the lease Agreement.

V ACCESS TO PREMISES

LESSEE shall permit LESSOR or its agents to enter the leased premises at all reasonable hours to inspect the premises or make necessary repairs.

VI DESTRUCTION OF PREMISES

Should the premises hereby leased be destroyed or damaged by fire or other casualty to such an extent as to be unfit for use by the LESSEE for the purpose for which said premises are leased, then the LESSEE shall have the right to terminate this lease at once, and shall not be held liable for any rent from such time unless the LESSOR shall elect to and shall immediately restore said premises to their former condition. During the time such premises are being restored to their former condition, LESSEE shall not be required to pay any rent and LESSOR shall refund to LESSEE all unearned, prepaid rent. The LESSOR shall have no obligation to repair or replace the lease property. The decision to do so shall be solely within the discretion of the LESSOR.

VII TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2008. The Agreement shall remain in force for three (3) years after its effective date, subject to the conditions of this Agreement. Upon the effective date of this Agreement, the prior Lease Agreement between the parties for the use of this same building shall be terminated and shall be of no further force or effect.

VII

TERMINATION OF AGREEMENT

This Agreement can be terminated by mutual agreement of the parties. The party seeking to terminate shall so notify the other party in writing of any such intent. The Agreement shall be considered to be automatically renewed for an additional one-year term unless notice of termination by the party seeking to terminate is received by the other party at least thirty (30) days prior to the expiration of the then-current term.

IX HOLD OVER

If, at the expiration or termination of this Agreement, or any extension thereof, the LESSEE shall hold over for any reason, the tenancy of the LESSEE thereafter shall be from month to month only and shall be subject to all other terms and conditions of this Agreement, in the absence of any written agreement to the contrary.

X VIOLATION OF AGREEMENT


The violation of any terms or conditions of this Agreement by either party shall be grounds for termination of the Agreement. If it should come to the attention of one party that any of the provisions of this Agreement are being violated by the other party, the party claiming a violation shall notify the other party of such violation or violation personally and thereafter, by confirmation in writing. If the party so notified shall fail to correct said violation or violations within five (5) working days of receipt of said personal notice, the party charging violation shall have the right, at its option, to provide a written notice of intent to terminate. The Agreement shall be deemed to be terminated if the conditions which give rise to the notice have not been remedied or brought into compliance within thirty (30) days after the date of the notice of intent to terminate. Upon such termination, the party violating the Agreement shall forfeit any and all rights of payment or reimbursement under the terms of the Agreement.

XI APPROVAL OF THE PARTIES

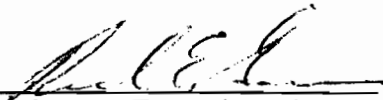
Before this Agreement shall become effective and binding upon the parties, it must be approved by LESSEE's Board of Directors and LESSOR's City Council. In the event that either body fails or refuses to approve this Agreement, it shall be null and void and have no effect whatsoever. The signature of each designated representative below shall constitute confirmation that this Lease has been properly authorized by the governing board of that respective party.

IN WITNESS THEREOF, the LESSEE has caused this instrument to be executed, and the LESSOR has caused this instrument to be executed by its duly authorized representative on the day and year first above written.

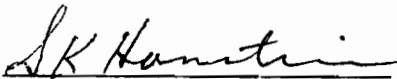
City of Bisbee

By: 
Ronald Oertle, Mayor
City of Bisbee

**Southeastern Arizona
Governments Organization**

By: 
Rich Garr, Executive Director

Attest:


S.K. Honstein, City Clerk

Attest:






EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

The leased premises include that portion of the second floor of the property located at 118 Arizona Street, Bisbee, Arizona, as constructed on lots 114, 116, 118, 120 and 122 of Block 2, Warren Townsite, and commonly known as the City Hall Building, described as follows:

The LESSEE shall have an exclusive right to the use of the offices and storage areas located on the north side (left) of the access stairway from the first floor, subject to the terms of this Agreement.

The LESSEE shall have a right to the joint use of the hallways, restrooms and the conference room located on the second floor, on the north side (left) of the access stairway from the first floor.

The LESSEE shall have a right to the joint use of all of the means of access for ingress and egress to the second floor of this building.



AGENDA ITEM NUMBER 6

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 9, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER:	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL TO ENTER INTO AN AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AERONAUTICS FOR AN AIRPORT DEVELOPMENT REIMBURSABLE GRANT FOR AIRPORT EQUIPMENT (SWEEPER, TRACTOR, AND FUEL CARD READER).
DATE ACTION REQUESTED: February 15, 2011		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT		

TO: Mayor and Council
FROM: Tom Klimek, P.E., R.L.S., Public Works Director
RECOMMENDATION: Recommend approval.
PROPOSED MOTION: I move to approve the Airport Development Reimbursable Grant Agreement with ADOT for airport equipment.

DISCUSSION: On November 19, 2010, the Arizona State Transportation Board approved ADOT grant number E1F36 in the amount of \$4,550.00 for the Bisbee Municipal Airport equipment (sweeper, mower, and fuel card reader) acquisition project. The City of Bisbee has already entered into a reimbursable agreement with the Federal Aviation Administration (FAA) for this project. By entering into this agreement with ADOT, the City is eligible to receive reimbursement funds from ADOT.

FISCAL IMPACT: \$4,550.00
DEPARTMENT LINE ITEM ACCOUNT: 18-40-22519
BALANCE IN LINE ITEM IF APPROVED: 0

Prepared by:

Tom Klimek, Public Works Director

Reviewed by:

Stephen J. Pauker, City Manager

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, 2010, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Bisbee, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project of Acquire Equipment (Sweeper, Tractor, & Fuel Card Reader) (the "Project"), for the improvement of the Bisbee Municipal Airport (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on November 19, 2010, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: December 20, 2010. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E1F36

City of Bisbee

Bisbee Municipal Airport

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be Two and One-Half Percent (2.5%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be Four Thousand Five Hundred Fifty Dollars (\$4,550.00).
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or December 30 2014, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State the grant or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after August 1, 2010 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure Four Thousand Five Hundred Fifty & 0 Dollars (\$ 4,550.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

City of Bisbee Transportation Grant Fund
(enter local funding type and location)

- 3) The Sponsor hereby designates Thomas J. Klimek, Public Works Director
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Public Works Director
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **86600235 01**

Sponsor Vendor Address: **City of Bisbee, 118 Arizona Ave., Bisbee, AZ 85603**

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

Grant Number E1F36
City of Bisbee
Bisbee Municipal Airport

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____
Title: Jennifer Toth, Director
Date: _____

SPONSOR:

City of Bisbee
Bisbee Municipal Airport

By: _____
Title: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall 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 Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

Grant Number E1F36

City of Bisbee

Bisbee Municipal Airport

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts 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 State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. 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 State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor 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 or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure 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 preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) 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 engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the 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 FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall 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. In the event the Sponsor

Grant Number E1F36

City of Bisbee

Bisbee Municipal Airport

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 a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an 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, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any 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.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. 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 State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall 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. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists. ;
 - 2) Disposition of such land shall 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.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the 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 will be kept in accordance with A.R.S. 35-214.

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 relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Grant Number E1F36

City of Bisbee

Bisbee Municipal Airport

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Grant Number E1F36

City of Bisbee
Bisbee Municipal Airport

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description: FAA AIP # 3-04-0004-10-2010

Acquire Equipment (Sweeper, Tractor, & Fuel Card Reader)

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 37,500.00	\$ 937.50	\$ 36,625.00	\$ 937.50
Construction	\$ 144,250.00	\$ 3,606.25	\$ 137,037.50	\$ 3,606.25
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$ 250.00	\$ 6.25	\$ 237.50	\$ 6.25
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$ 182,000.00	\$ 4,550.00	\$ 172,900.00	\$ 4,550.00

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow. ;

Total State Funds: \$ 4,550.00

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2010	\$	\$	\$	\$	\$	\$
2011	\$	\$ 470.00	\$ 860.00	\$	\$ 3,070.00	\$ 150.00
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2010	\$	\$	\$	\$	\$	\$
2011	\$	\$	\$	\$	\$	\$
2012	\$	\$	\$	\$	\$	\$
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*			3/17/10		
Submit Contract for State Review/Approval			3/17/10		
Award Consultant Contract					5/10/10
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					5/18/10
Conduct 30% Design Review/Approval			N/A		N/A
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval			N/A		N/A
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval			1/7/11		
Issue Invitation for Bids			11/18/10		12/14/10
Submit Bid Tab for State Review/Approval			1/10/11		
Award Construction Contract/Submit to the State		2/2/11			
Construction Phase					
Pre-Construction Meeting		N/A		N/A	
Issue NTP – Begin Construction		2/15/11		4/15/11	
Final Inspection				5/1/11	
Submit As-Builts & Final Documentation				6/1/11	
Submit Final Reimbursement Request and Sponsor Closeout Letter				6/15/11	

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.



AGENDA ITEM NUMBER 7

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 11, 2011	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF AN AGREEMENT WITH JOHN A. MACKINNON FOR INTERIM LEGAL SERVICES.
DATE ACTION REQUESTED: February 15, 2011	<input type="checkbox"/> ORDINANCE	
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> FORMAL ACTION	
<input type="checkbox"/> OTHER:		

TO: Mayor and Council
FROM: Stephen J. Pauken, City Manager
RECOMMENDATION: Approve an Agreement with John A. MacKinnon for Legal Services.
PROPOSED MOTION: I move to approve the Agreement with John A. MacKinnon for Interim Legal Services.

DISCUSSION:

FISCAL IMPACT: NA
DEPARTMENT LINE ITEM ACCOUNT: NA
BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by:

Gloria P. Gonzalez, City Clerk

Reviewed by:

Stephen J. Pauken, City Manager

City Manager Report, February 15, 2011

1. Attached is the General Fund Summary Report for the period ended January 31, 2010. Revenues for the year to date are at 53.0% of budget, while expenditures are at 53.8% of budget. The benchmark for this period is 59%, so both revenues and expenditures continue to be well below the level we projected for the year. Net Revenue over Expenditures is (\$48,408), compared to \$93,288 last year. Even though we are experiencing a slight deficit in the current statement, we have been closing it slightly over time. There are five months remaining in the Fiscal Year.
2. "February Freeze" Update - Last Thursday, the insurance adjuster toured all of the City buildings that had sustained damage in the February Freeze (phrase coined by Dee Flanagan). Nearly every city-owned building sustained some kind of damage, not all of which is covered by insurance. We will provide more information about these claims when Southwest Risk gets back to the City.
3. Other Current Events.

City of Bisbee
General Fund Summary
YDT for Month Ending January 31, 2011
59% of the Fiscal Year Has Elapsed

<u>Revenue</u>	<u>Last Year</u>	<u>%</u>	<u>This Year</u>	<u>%</u>
Taxes	1,910,925.05	53.5	1,984,389.87	57.6
License & Permits	48,004.73	46.1	62,167.93	66.0
Intergovernmental	494,812.48	58.3	373,027.89	58.3
Charges For Services	724,180.62	56.4	764,401.22	59.4
Fines & Forfeitures	368.36	-	294.54	-
Miscellaneous	148,918.78	46.8	87,938.44	25.3
Contributions & Transfers	172,425.20	27.6	174,252.63	25.3
Total Revenue	<u>3,499,635.22</u>	51.8	<u>3,446,472.52</u>	53.0
<u>Expenditures</u>				
Mayor & Council	26,963.67	50.8	23,605.34	58.0
City Manager	74,852.65	57.9	71,409.66	55.7
Finance	230,076.69	60.5	225,038.52	58.5
City Clerk	77,520.82	51.0	75,366.40	44.8
Comm Development	78,110.61	35.1	74,702.48	38.2
Admin & Gen Govt	353,026.82	45.7	332,878.96	44.1
Personnel	36,330.91	54.7	36,618.66	55.2
Legal Services	54,388.76	42.9	70,202.58	56.6
Water System	4,773.89	45.5	576.63	12.3
Information Sys	16,414.81	40.7	22,407.95	58.2
Police	1,010,904.01	53.3	1,088,026.92	58.2
Fire	965,623.57	55.8	1,030,955.65	58.5
City Magistrate	10,808.87	22.5	6,500.00	13.5
Cemetery	1,571.18	8.2	2,443.46	35.9
Bldg & Maint	45,420.69	51.5	17,567.31	39.4
PW Admin	97,278.15	55.5	45,962.88	47.4
Garage	57,112.06	39.8	56,011.33	39.0
Bldg Inspector	32,970.42	47.8	34,283.98	51.9
Parks	82,886.05	52.7	84,363.38	52.4
Pool	19,911.15	34.1	23,018.87	41.9
Library	114,173.37	50.2	113,025.14	51.4
Sr. Center	10,830.77	58.1	10,895.18	58.2
Contingency	4,397.00	2.7	49,018.96	49.0
Total Expenditures	<u>3,406,346.92</u>	50.4	<u>3,494,880.24</u>	53.8
Net Revenue Over Exp	<u>93,288.30</u>		<u>(48,407.72)</u>	