

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, SEPTEMBER 21, 2010, 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, Mayor Pro Tempore
Councilmember Raymond Rodgers, Ward II
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

Mark J. Langlitz

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Current events
- Introduction of New Full-Time Employees for the City of Bisbee

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

GENERAL BUSINESS:

ACCOUNTS PAYABLE: Subject to availability of funds.

1. 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 Tuesday, August 3, 2010, at 7:00 PM.
Gloria P. Gonzalez, City Clerk
- B. Acceptance of the Resignation of William L. Jenney from the Municipal Property Corporation (MPC).
Gloria P. Gonzalez, City Clerk
- C. Discussion and Possible Approval of the Park, Facility, and Right-of-Way Use Permit for the Use of Various Streets in Warren for a Homecoming Parade on Friday, October 1, 2010, from 5:00 PM to 6:00 PM.
Thomas J. Klimek, Public Works Director/City Engineer
- D. Discussion and Possible Approval of the Special Event License Application submitted by St. Patrick's Church to Authorize the Sale of Alcoholic Beverages for a fundraiser to be held in the Parish Hall, 217 Oak Avenue/Higgins Hill on Friday, October 8th and October 9th, 2010, from 11:00 AM to 10:00 PM; William S. Acuña, Applicant.
Gloria P. Gonzalez, City Clerk
- E. Discussion and Possible Approval of a Liquor License Application for the Bisbee Beverage Liquor & Deli, located at 851 Highway 92, Bisbee, Arizona; Deborah H. Linden, Applicant.
Gloria P. Gonzalez, City Clerk

OLD BUSINESS

NEW BUSINESS

- 3. Discussion and Possible Approval of Entering into an Agreement with Marsh Contracting, Inc. for Constructions Services in Connection with the City's Fire Station No. 81 Flood Damage Repairs and to Enter into an Agreement with Albert N. Hopper, Jr. for Architectural Services in Connection with the City's Fire Station No. 81 Flood Damage Repairs.
Thomas J. Klimek, Public Works Director
- 4. Discussion and Possible Approval of a Purchase Order with Physio-Control, Inc. for the Purchase of a Heart Monitor.
Jack Earnest, Fire Chief
- 5. Discussion and Possible Approval of a Contract with Frontier Emergency Products, L.L.C. for the Purchase of an Ambulance.
Jack Earnest, Fire Chief
- 6. City Manager's Report with Possible Discussion on the following topics:
 - General Fund
 - Street Division Fund
- 7. City Manager's Report on other current events (no discussion).

COUNCIL COMMENTS

ADJOURNMENT

Anyone needing special accommodations to attend this meeting should contact Gloria Gonzalez at (520) 432-6000 at least twenty-four hours before the meeting.

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
10-2020203	GENERAL FUND - DENTAL INSUR PAYABLE 2233 DELTA DENTAL		DENTAL INS	100904		09/04/2010	3,505.30	PD
10-2020600	GENERAL FUND - SWT PAYABLE 1077 AZ DEPT OF REVENUE-SWT		SWT PRE 09-04 ;PD 09-10-10/FIN/	100904		09/09/2010	4,833.17	PD
10-2020801	GENERAL FUND - PUBLIC SAFETY RETIRE PAYABLE 1096 PUBLIC SAFETY RETIREMENT		PUBLIC SAFETY RETIREMNT	100904		09/04/2010	26,604.16	PD
10-2020802	GENERAL FUND - DEFERRED COMPENSATION PAYABLE 1623 NATIONWIDE RETIREMENT SOL		DEFERRED COMP	100904		09/09/2010	5,601.60	PD
10-2020818	GENERAL FUND - UNION DUES PAYABLE 1147 BISBEE FIREFIGHTERS LOCAL 2 3677 AZ COPS		UNION DUES-FIRE UNION DUE-POLICE	100904 100904		09/04/2010 09/04/2010	450.00 300.00 750.00 *	PD PD
10-2021001	GENERAL FUND - HEALTH INSURANCE PAYABLE 4637 HEALTH NET OF AZ	HMO	HEALTH INSURANCE/VDEPTS	100904		09/09/2010	52,977.94	PD
10-2021002	GENERAL FUND - ADDITIONAL LIFE INSUR PAYABLE 5455 MUTUAL OF OMAHA 5455 MUTUAL OF OMAHA		LONG & SHORT TERM DISABILITY LONG & SHORT TERM DISABILITY	100908 100908		09/09/2010 09/09/2010	1,022.45 763.20 1,785.65 *	PD PD
10-2021006	GENERAL FUND - PREPAID LEGAL SVCS PAYABLE 1642 PRE-PAID LEGAL SERVICES		P/RE 09-04;PD 09-10-10	100904		09/04/2010	282.95	PD
10-2021007	GENERAL FUND - VISION CARE INSUR PAYABLE 2344 VISION SERVICE PLAN OF AZ		VISION CARE	100904		09/04/2010	364.41	PD
10-2023000	GENERAL FUND - CREDIT UNION PAYABLE 1166 AMERICAN SOUTHWEST CREDI 2345 SEAFUCU		CREDITY UNION CREDIT UNION	100904 100904		09/09/2010 09/09/2010	620.00 780.00 1,400.00 *	PD PD
10-2024000	GENERAL FUND - PAYROLL GARNISHMENTS PAYABLE 1469 INTERNAL REVENUE SERVICE 3271 SUPPORT PAYMENT CLEARINGI 4848 GENERAL REVENUE CORPORA		TAX LEVY-GRNSHMNT P/RE 09-04 ;PD 09-10-10 STUDENT LOAN WAGE GARNISHI	100908 100904 100908		09/09/2010 09/04/2010 09/08/2010	50.00 867.74 85.64 1,003.38 *	PD PD PD
10-34-40066	GENERAL FUND - CHARGES FOR SERVICES - AMBULANCE FEES 5662 NICHOLS, SUSAN 5670 THE RAWLINGS CO		REMBRSMNT-AMBULANCE FEES REFUND-AMBULANCE PYMT	BF100749 100827		09/15/2010 08/27/2010	285.24 402.23 687.47 *	
10-50-41500	GENERAL FUND - MAYOR & COUNCIL - OFFICE SUPPLIES 5095 McNEIL'S CUSTOM ENGRAVING		NAME PLATE/CC	1906		08/30/2010	18.36	
10-51-11501	GENERAL FUND - CITY MANAGER - STANDARD DISABILITY INSURANCE 5455 MUTUAL OF OMAHA		LONG & SHORT TERM DISABILITY	100908		09/09/2010	27.60	PD
10-52-11501	GENERAL FUND - FINANCE DEPARTMENT - STANDARD DISABILITY INSURANCE 5455 MUTUAL OF OMAHA		LONG & SHORT TERM DISABILITY	100908		09/09/2010	116.33	PD
10-52-41602	GENERAL FUND - FINANCE DEPARTMENT - SPECIAL SUPP - BILLS & FORMS 1243 OLDE TYME PRINTING & DESIGN		SEWER & GARBAGE BILLS/FINAN	17081		09/10/2010	622.89	
10-53-11501	GENERAL FUND - CITY CLERK - STANDARD DISABILITY INSURANCE 5455 MUTUAL OF OMAHA		LONG & SHORT TERM DISABILITY	100908		09/09/2010	20.28	PD

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10-53-52000	GENERAL FUND - CITY CLERK - ADVERTISING/PUBLICATIONS							
	1153	BISBEE OBSERVER	LEGAL AD O-10-12 & O-10-13 /CC	1738		09/06/2010	117.81	
10-53-74000	GENERAL FUND - CITY CLERK - ELECTIONS							
	1241	COCHISE COUNTY RECORDERS	RESOLUTION RECORDING	100916		09/16/2010	12.00	PD
	4266	COCHISE COUNTY ELECTIONS	ELECTION SVC /CC	100908		09/08/2010	5,116.00	
							5,128.00	*
10-54-11501	GENERAL FUND - COMMUNITY DEVELOPMENT - STANDARD DISABILITY INSURANCE							
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	27.60	PD
10-54-12100	GENERAL FUND - COMMUNITY DEVELOPMENT - CONFERENCES							
	1157	CHARLEY, JOHN	RMBRSMNT-RGSTRTN-AZ STATE	100810		08/10/2010	305.00	PD
10-54-51000	GENERAL FUND - COMMUNITY DEVELOPMENT - PRINTING/REPRODUCTION							
	1157	CHARLEY, JOHN	RMBRSMNT-PRINTING/ POTOS	100901		09/01/2010	19.99	PD
10-55-22550	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	323.55	
10-55-41500	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - OFFICE SUPPLIES							
	3199	OFFICE SMART	SUPPLIES/CC	130458		08/31/2010	15.32	
10-55-51100	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - COPIER MAINTENANCE							
	2548	XEROX CORPORATION	COPIER MAINT AGRMNT/NDEPT	50071966		09/01/2010	635.40	
10-55-52500	GENERAL FUND - ADMINISTRATION & GENERAL GOV'T - PROPERTY, CASUALTY, LIABILITY							
	1139	AZ MUNICIPAL RISK RTNTN POC	FIRST QTR GENERAL LIABILITY	6600		09/09/2010	26,315.11	PD
10-56-11501	GENERAL FUND - PERSONNEL - STANDARD DISABILITY INSURANCE							
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	27.60	PD
10-56-41500	GENERAL FUND - PERSONNEL - OFFICE SUPPLIES							
	3199	OFFICE SMART	SUPPLIES/PRSNL	130476		08/31/2010	78.37	
10-57-11501	GENERAL FUND - LEGAL SERVICES - STANDARD DISABILITY INSURANCE							
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	27.60	PD
10-58-21000	GENERAL FUND - WATER SYSTEMS - ELECTRIC							
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC-TMBSTN CYN & PUMP/WTR	100913		09/13/2010	52.77	
10-59-24000	GENERAL FUND - TELEPHONE & FAX							
	4192	QWEST	PHONE SERVICES-AGG	320029-0901		09/01/2010	365.29	
10-59-34000	GENERAL FUND - PROFESSIONAL FEES - COMPUTER							
	4519	TRACHTMAN, SEAN	COMPUTER SVC/AGG	100914		09/14/2010	650.00	
10-62-11400	GENERAL FUND - POLICE DEPARTMENT - A.P.S.P.R.S.							
	1096	PUBLIC SAFETY RETIREMENT	PUBLIC SAFETY RETIREMNT	100904		09/04/2010	293.21	PD
10-62-11501	GENERAL FUND - POLICE DEPARTMENT - STANDARD DISABILITY INSURANCE							
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	684.24	PD
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	154.69	PD
							838.93	*
10-62-13000	GENERAL FUND - POLICE DEPARTMENT - UNIFORMS							
	1273	REYNA, BEN	RMBMNT-UNIFORM/BPD	100914		09/14/2010	34.81	PD
	4055	SWAN, BRIAN	RMBRSMNT-UNIFORM	100907		09/07/2010	186.96	PD
	4055	SWAN, BRIAN	RMBRSMNT-UNIFORM	100910		09/10/2010	229.95	PD
	5588	LONG, ALAN (SCOTT)	RMBRSMNT-UNIFORM /BPD	100913		09/13/2010	302.04	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount		
	5665	JER'S OLD TOWN UNIFORMS	UNIFORM- MADDUX/BPD	138523		09/13/2010	836.34		
							1,590.10	*	
10-62-13039	GENERAL FUND - POLICE DEPARTMENT - RICO-AUTHORIZED EXPENDITURES								
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	35984		08/10/2010	12.63		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36097		08/11/2010	63.51		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36099		08/11/2010	1.98		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36114		08/11/2010	65.71		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36157		08/12/2010	65.71		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36510		08/14/2010	64.61		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36511		08/14/2010	14.06		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36954		08/19/2010	64.61		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36955		08/19/2010	64.61		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37202		08/21/2010	192.63		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37208		08/21/2010	64.61		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37209		08/21/2010	64.61		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	38069		08/30/2010	22.10		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	38070		08/30/2010	64.61		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	38071		08/30/2010	10.39		
							836.38	*	
10-62-13097	GENERAL FUND - POLICE DEPARTMENT - AUCTION EXPENSES & EQUIPMENT								
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	97969+		08/02/2010	15.75	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98024		08/04/2010	6.89	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98340		08/16/2010	4.14	PD	
	4644	WILLIAM BAGBY	RMBSMNT/TITLES	10-0913		09/13/2010	61.00	PD	
							87.78	*	
10-62-14000	GENERAL FUND - POLICE DEPARTMENT - EDUCATION/TRAINING								
	5667	QUALIFICATION TARGET INC.	TRAINING SUPPLIES/BPD	21002297		09/02/2010	220.62		
10-62-22000	GENERAL FUND - POLICE DEPARTMENT - WATER								
	1106	AZ WATER COMPANY	WATER/35 HWY 92	100913		09/13/2010	45.81		
10-62-22550	GENERAL FUND - POLICE DEPARTMENT - SEWER AND GARBAGE SERV.								
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	46.48		
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	123.58		
							170.06	*	
10-62-42500	GENERAL FUND - POLICE DEPARTMENT - REPAIRS & MAINT - BLDG								
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	97874		07/29/2010	15.11	PD	
10-62-43600	GENERAL FUND - POLICE DEPARTMENT - MOVING, TOWING, STORAGE								
	3377	BARNETT'S TOWING	VEHICLE TOWING	12952		08/11/2010	85.00		
	3377	BARNETT'S TOWING	VEHICLE TOWING	12958		08/21/2010	85.00		
	3377	BARNETT'S TOWING	VEHICLE TOWING	12963		08/27/2010	85.00		
							255.00	*	
10-62-53503	GENERAL FUND - POLICE DEPARTMENT - DOC WORKERS								
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	083010 93		08/30/2010	34.00		
10-62-61000	GENERAL FUND - POLICE DEPARTMENT - PARTS & LABOR								
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	34279		07/26/2010	6.97		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	35406		08/05/2010	30.19		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	35409		08/05/2010	10.39		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	35512		08/06/2010	17.37		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	35539		08/06/2010	122.87		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36260		08/13/2010	5.11		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36597		08/16/2010	10.73		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36778		08/18/2010	5.11		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36890		08/19/2010	85.12		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36904		08/19/2010	50.65		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	36975		08/19/2010	70.20		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37395		08/24/2010	16.34	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37397		08/24/2010	18.40	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37418		08/24/2010	275.91	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37515		08/25/2010	5.36	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37652		08/26/2010	4.89	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37655		08/26/2010	8.43	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37713		08/26/2010	90.94	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	37985		08/30/2010	4.89	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	38073		08/30/2010	8.04	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	38131		08/31/2010	22.62	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BPD	70061		08/16/2010	4.46	
							773.69	*
10-62-72000	GENERAL FUND - POLICE DEPARTMENT - OTHER MAINT - ANIMAL SHELTER							
	1698	SAFEWAY INC.	SHELTER SPPLS/BPD	2019341		09/08/2010	53.67	
	1775	ALCO DISCOUNT STORE	SHELTER SUPPLIES/BPD	345-01576		09/10/2010	85.67	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98215		08/10/2010	28.21	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98227		08/10/2010	21.34	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98271		08/12/2010	15.88	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98344		08/16/2010	14.29	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98356		08/16/2010	12.20	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BPD	98369		08/16/2010	5.23	PD
	1893	LAL ENTERPRISES, INC	PORTA POTS ANIMAL SHELTER /I	16904		08/31/2010	68.25	
							304.74	*
10-64-11501	GENERAL FUND - FIRE DEPARTMENT - STANDARD DISABILITY INSURANCE							
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	815.25	PD
10-64-21000	GENERAL FUND - FIRE DEPARTMENT - ELECTRIC							
	1097	AZ PUBLIC SERVICE (2 of 3)	ELEC- 645 TOMBSTONE CYN/BFD	100913		09/13/2010	262.22	
10-64-22000	GENERAL FUND - FIRE DEPARTMENT - WATER							
	1106	AZ WATER COMPANY	WATER / BISBEE FIRE STA# 1	100913		09/13/2010	30.31	
10-64-22550	GENERAL FUND - FIRE DEPARTMENT - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	89.49	
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	89.49	
							178.98	*
10-64-23000	GENERAL FUND - FIRE DEPARTMENT - GAS							
	1751	SOUTHWEST GAS CORPORATIK	GAS- 645 TMBSTN CYN STA #2/BF	100901		09/01/2010	65.08	
10-64-24102	GENERAL FUND - FIRE DEPARTMENT - COMMUNICATION EQUIP-PAGERS							
	2466	AMERICAN MESSAGING	PAGER MAINT AGRMNT/VDEPTS	J1233441KI		09/01/2010	194.71	
10-64-28600	GENERAL FUND - FIRE DEPARTMENT - AMBULANCE BILLING FEES							
	1290	FRY FIRE DISTRICT	AMBULANCE BILLING 08-10/BFD	100810		08/31/2010	1,840.00	
10-64-31100	GENERAL FUND - FIRE DEPARTMENT - PROFESSIONAL FEES							
	5307	MG PATIENCE CPA	CONTRACT SRVC EARNEST	100903		09/03/2010	2,980.00	
10-64-41500	GENERAL FUND - FIRE DEPARTMENT - OFFICE SUPPLIES							
	1290	FRY FIRE DISTRICT	OFFICE SUPPLIES/BFD	100901		09/01/2010	82.72	
	5546	SOUTHEAST AZ EMS COUNCIL	PCR FORMS/BFD	86		07/02/2010	413.75	
							496.47	*
10-64-41610	GENERAL FUND - FIRE DEPARTMENT - SPECIAL SUPPLIES - OTHER							
	1129	BARNETT'S OXYGEN SERVICE	OXYGEN & RENTAL/BFD	1018		08/30/2010	195.20	
	1698	SAFEWAY INC.	SUPPLIES/BFD	2019327		08/04/2010	31.99	
	1698	SAFEWAY INC.	SUPPLIES/BFD	2019339		09/04/2010	10.95	
	1698	SAFEWAY INC.	SUPPLIES/BFD	2019342		09/09/2010	10.24	
	1775	ALCO DISCOUNT STORE	SUPPLIES/BFD	345-01575		09/09/2010	48.19	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
	2070	BURNELET, MARC	GLOVES-WILDLAND	100910		09/10/2010	17.38	PD
	4146	DAVEY, BRANDON	GLOVES-WILDLAND	100910		09/10/2010	17.38	PD
	4352	GONZALES, JOE	GLOVES-WILDLAND	100910		09/10/2010	17.38	PD
	5641	JACOBS, DAVID	GLOVES-WILDLAND	100910		09/10/2010	17.38	PD
							366.09	*
10-64-41700	GENERAL FUND - FIRE DEPARTMENT - CONTRACT SERVICES							
	3036	MULE MOUNTAIN PEST CONTRC	PEST CNTRL SRVCS/BFD	0901 82&83		09/01/2010	60.00	
10-64-42500	GENERAL FUND - FIRE DEPARTMENT - REPAIRS & MAINT - BLDG							
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BFD	98053		08/04/2010	.54	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BFD	98182		08/09/2010	6.55	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BFD	98285		08/12/2010	1.41	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BFD	98432		08/18/2010	3.06	PD
							11.56	*
10-64-61000	GENERAL FUND - FIRE DEPARTMENT - PARTS & LABOR							
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	32486		07/08/2010	15.50	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	35028		08/02/2010	24.99	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	35029		08/02/2010	56.44	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	35289		08/04/2010	73.68	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	35405		08/05/2010	12.14	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	35438		08/05/2010	383.41	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	35998		08/11/2010	7.75	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	36125		08/12/2010	6.64	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	36133		08/12/2010	68.74	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	36154		08/12/2010	75.22	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	36797		08/18/2010	37.29	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	37256		08/23/2010	11.01	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	37257		08/23/2010	6.10	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	37277		08/23/2010	162.71	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BFD	37516		08/25/2010	15.69	
	4019	HOLMES TUTTLE FORD	VEHICLE REPAIR M-82/BFD	434858		08/13/2010	137.64	
							1,094.95	*
10-68-57005	GENERAL FUND - CITY MAGISTRATE - MAGISTRATE JUDGE CONTRACT							
	4636	DAVID C. MORALES	CONTRACT SERVICE	194		09/08/2010	500.00	PD
10-70-22550	GENERAL FUND - CEMETERY - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	46.48	
10-70-40000	GENERAL FUND - CEMETERY - SUPPLIES							
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98453		08/19/2010	17.73	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98483		08/20/2010	7.61	PD
							25.34	*
10-74-41000	GENERAL FUND - BUILDING & MAINTENANCE - DISPOSABLE EQUIPMENT/TOOLS							
	1862	B&D LUMBER & HARDWARE	SUPPLIES	97937		08/02/2010	20.91	PD
10-74-41600	GENERAL FUND - BUILDING & MAINTENANCE - SAFETY EQUIPMENT							
	4032	GALETON	SAFETY SUPPLIES/ BM	923934		09/08/2010	13.09	
10-74-41700	GENERAL FUND - BUILDING & MAINTENANCE - CONTRACT SERVICES							
	1650	PRUDENTIAL OVERALL SUPPLY	MATS/BM	210013495		08/19/2010	11.13	
	1650	PRUDENTIAL OVERALL SUPPLY	MATS/BM	210016339		08/26/2010	11.13	
	1650	PRUDENTIAL OVERALL SUPPLY	MATS/BM	210018743		09/02/2010	11.13	
	1650	PRUDENTIAL OVERALL SUPPLY	MATS/BM	210022276		09/09/2010	11.13	
	3036	MULE MOUNTAIN PEST CONTRC	PEST CNTRL SRVCS/BMAINT	0901-81		09/01/2010	30.00	
							74.52	*
10-74-42000	GENERAL FUND - BUILDING & MAINTENANCE - CUSTODIAL SUPPLIES							
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98099		08/06/2010	16.41	PD
	4672	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES/BM	71519659		09/01/2010	563.10	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
	4672	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES/BM	72146471		08/25/2010	27.76	
	4672	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES/BM	72147637		08/25/2010	79.34	
	4672	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES/BM	72148151		08/26/2010	360.77	
	4672	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES/BM	72148152		08/26/2010	284.91	
	4672	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES/BM	72174004		09/09/2010	353.97	
							1,686.26	*
10-74-42500	GENERAL FUND - BUILDING & MAINTENANCE - REPAIR & MAINT- BLDG							
	1862	B&D LUMBER & HARDWARE	UNAPPLIED PAYMENTS/PW	97668		07/21/2010	18.94	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	97840		07/28/2010	22.72	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98206		08/10/2010	44.66	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98213		08/10/2010	15.11	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98412		08/18/2010	8.09	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98440		08/19/2010	3.06	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98526		08/23/2010	9.17	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98542		08/24/2010	7.11	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98553		08/24/2010	2.60	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98566		08/24/2010	166.93	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98586		08/25/2010	14.85	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98620		08/26/2010	2.10	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98623		08/26/2010	11.95	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98661		08/27/2010	18.62	PD
	1862	B&D LUMBER & HARDWARE	UNAPPLIED PAYMENTS/PW	H71772		08/30/2010	14.27	PD
	5431	KLIMEK, TOM	4 CHANNEL DVR-SVC AGRMNT	404820		09/04/2010	355.46	PD
	5669	C&D GARAGE DOORS	REPAIR GARAGE DOOR	209223		08/23/2010	928.03	
							1,577.25	*
10-74-53500	GENERAL FUND - BUILDING & MAINTENANCE - DOC WORKERS							
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	070210 103		07/13/2010	34.00	
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	070210 99		07/02/2010	68.00	
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	083010 94		08/30/2010	55.25	
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	083010 98		08/30/2010	29.75	
							187.00	*
10-74-56001	GENERAL FUND - BUILDING & MAINTENANCE - SMALL TOOLS & EQUIPMENT							
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98371		08/17/2010	89.57	PD
10-74-61000	GENERAL FUND - BUILDING & MAINTENANCE - PARTS & LABOR							
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98099		08/06/2010	6.87	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98377		08/17/2010	36.15	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98453		08/19/2010	17.70	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98483		08/20/2010	7.61	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/BM	98662		08/27/2010	35.15	PD
							31.18	*
10-74-64000	GENERAL FUND - BUILDING & MAINTENANCE - EQUIPMENT MAINT - BOOM TRUCK							
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98412		08/18/2010	6.35	PD
10-75-11501	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - STANDARD DISABILITY INSURANCE							
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	40.03	PD
10-75-22550	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	70.35	
10-75-24000	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - TELEPHONE & FAX							
	4192	QWEST	PHONE SERVICES-PW ADMIN	320022 0901		09/01/2010	240.38	
10-75-41500	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - OFFICE SUPPLIES							
	3129	CDW GOVERNMENT, INC.	UPS'S PW COMPUTERS/PW	TSW9828		08/31/2010	235.62	
	3199	OFFICE SMART	SUPPLIES/PW	1299911		08/24/2010	7.37	
	3199	OFFICE SMART	SUPPLIES/PW	1299971		08/25/2010	2.05	
	3199	OFFICE SMART	OFFICE SUPPLIES/PW	130753		09/07/2010	13.50	

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							258.54	*
10-75-41700	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - CONTRACT SERVICES							
	1609 OLANDER PEST CONTROL	PEST CNTRL SRVCS/PW ADMN	PW-73			07/13/2010	40.00	
	1609 OLANDER PEST CONTROL	PEST CNTRL SRVCS/PW ADMN	PW-93			09/10/2010	40.00	
	4415 CULLIGAN/OASIS BOTTLED WTF	DRINKING WATER/PO	I2X10582609			08/31/2010	11.46	
							91.46	*
10-75-51000	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - PRINTING/REPRODUCTION							
	4661 HARATYK, ANDREW	AIR CONDITIONER FOR PW	100910			09/10/2010	106.67	PD
	4913 COCHISE COUNTY ASSESSOR	PRINTING & REPRODUCTION	100901			09/01/2010	5.00	
							111.67	*
10-75-51100	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - COPIER MAINTENANCE							
	2548 XEROX CORPORATION	COPIER MAINT AGRMNT/NDEPT	50071965			09/01/2010	116.47	
10-75-52000	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - ADVERTISING							
	1153 BISBEE OBSERVER	AD - SAN JOSE/HEREFORD RD Pf	1714			08/26/2010	75.13	
10-75-56001	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - SMALL TOOLS & EQUIPMENT							
	1862 B&D LUMBER & HARDWARE	SUPPLIES/PW	98250			08/11/2010	4.90	PD
10-75-91000	GENERAL FUND - PUBLIC WORKS ADMINISTRATION - NEW EQUIPMENT							
	1632 DELL MARKETING, L.P.	COMPUTERS-C.GONZALES/PW	XF2T4W8D9			09/03/2010	666.89	
10-77-11501	GENERAL FUND - GARAGE - STANDARD DISABILITY INSURANCE							
	5455 MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908			09/09/2010	20.56	PD
10-77-13000	GENERAL FUND - GARAGE - UNIFORMS							
	1650 PRUDENTIAL OVERALL SUPPLY	UNIFORMS/GARAGE	210013497			08/19/2010	12.76	
	1650 PRUDENTIAL OVERALL SUPPLY	UNIFORMS/GARAGE	210016341			08/26/2010	12.77	
	1650 PRUDENTIAL OVERALL SUPPLY	UNIFORMS/GARAGE	210018747			09/02/2010	12.77	
	1650 PRUDENTIAL OVERALL SUPPLY	UNIFORMS/GARAGE	210022278			09/09/2010	12.77	
							51.07	*
10-77-22550	GENERAL FUND - GARAGE - SEWER AND GARBAGE SERV.							
	1225 BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831			08/31/2010	80.57	
10-77-41700	GENERAL FUND - GARAGE - CONTRACT SERVICES							
	1129 BARNETT'S OXYGEN SERVICE	OXYGEN & ACETYLENE/GARAGE	1019			08/31/2010	37.70	
	1129 BARNETT'S OXYGEN SERVICE	OXYGEN & ACETYLENE/GARAGE	1021			09/14/2010	85.49	
	1609 OLANDER PEST CONTROL	PEST CNTRL SRVCS/GARAGE	CG-71			07/13/2010	50.00	
	1609 OLANDER PEST CONTROL	PEST CNTRL SRVCS/GARAGE	CG-91			09/10/2010	50.00	
	1650 PRUDENTIAL OVERALL SUPPLY	SHOP TOWELS/GARAGE	210013497			08/19/2010	16.79	
	1650 PRUDENTIAL OVERALL SUPPLY	ORANGE TOWELS/GARAGE	210016341			08/26/2010	16.78	
	1650 PRUDENTIAL OVERALL SUPPLY	COVERALLS & TOWELS/GARAGE	210018747			09/02/2010	16.78	
	1650 PRUDENTIAL OVERALL SUPPLY	TOWELS/GARAGE	210022278			09/09/2010	16.78	
	4415 CULLIGAN/OASIS BOTTLED WTF	DRINKING WATER/GARAGE	I2X10548600			08/31/2010	322.60	
							612.92	*
10-77-53500	GENERAL FUND - GARAGE - DOC WORKERS							
	3163 AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	070510 95			07/13/2010	51.00	
	3163 AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	083010 99			08/30/2010	55.25	
							106.25	*
10-77-61000	GENERAL FUND - GARAGE - PARTS & LABOR							
	1862 B&D LUMBER & HARDWARE	SUPPLIES/GARAGE	98259			08/11/2010	1.62	PD
10-77-62007	GENERAL FUND - GARAGE - LUBRICANTS							
	3551 UNION DISTRIBUTING	FLEET HYDRAULIC OIL ANTI-FREI	116026			08/23/2010	1,504.27	
10-79-11501	GENERAL FUND - BUILDING INSPECTOR - STANDARD DISABILITY INSURANCE							
	5455 MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908			09/09/2010	25.16	PD

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10-80-11501	GENERAL FUND - PARKS - STANDARD DISABILITY INSURANCE							
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	52.79	PD
10-80-13000	GENERAL FUND - PARKS - UNIFORMS							
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/PARK	210013495		08/19/2010	16.85	
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/PARK	210016339		08/26/2010	16.85	
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/PARK	210018743		09/02/2010	16.85	
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/PARK	210022276		09/09/2010	16.85	
							67.40	*
10-80-22000	GENERAL FUND - PARKS - WATER							
	1106	AZ WATER COMPANY	WATER / GARFIELD PARK	100913		09/13/2010	106.28	
	1106	AZ WATER COMPANY	WATER /CITY PARK BREWERY	100913		09/13/2010	30.56	
	1106	AZ WATER COMPANY	WATER/TRAFFIC CIRCLE	100913		09/13/2010	128.47	
	1106	AZ WATER COMPANY	WATER /GRASSY PARKS	100913		09/13/2010	59.22	
	1106	AZ WATER COMPANY	WATER/SAGINAW PARK	100913		09/13/2010	12.19	
	1106	AZ WATER COMPANY	WATER / GOAR PARK	100913		09/13/2010	29.97	
							366.69	*
10-80-22550	GENERAL FUND - PARKS - SEWER AND GARBAGE SERV.							
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	54.65	
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	46.48	
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	16.58	
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	54.65	
							172.36	*
10-80-40000	GENERAL FUND - PARKS - SUPPLIES							
	1862	B&D LUMBER & HARDWARE	SUPPLIES	97937		08/02/2010	31.81	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PW	98250		08/11/2010	9.97	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98453		08/19/2010	17.73	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98483		08/20/2010	7.61	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PARK	98518		08/23/2010	29.67	PD
							96.79	*
10-80-41700	GENERAL FUND - PARKS - CONTRACT SERVICES							
	1893	LAL ENTERPRISES, INC	PORTA POTS- GARFIELD	16918		08/31/2010	73.50	
10-80-42500	GENERAL FUND - PARKS - REPAIR & MAINT - BLDG							
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PARK	98385		08/17/2010	3.28	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98412		08/18/2010	15.98	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PARK	98525		08/23/2010	180.79	PD
							200.05	*
10-80-42600	GENERAL FUND - PARKS - REPAIRS & MAINT - GROUNDS							
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PARK	98392		08/17/2010	32.83	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PARK	98393		08/17/2010	2.25	PD
	1862	B&D LUMBER & HARDWARE	UNAPPLIED PAYMENTS/PARKS	H71711		08/30/2010	.05	PD
	1862	B&D LUMBER & HARDWARE	UNAPPLIED PAYMENTS/PARKS	UNAPPLIED		08/30/2010	1.52	PD
							33.51	*
10-80-53500	GENERAL FUND - PARKS - DOC WORKERS							
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	93010 89,133		08/30/2010	55.25	
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	083010 90		08/30/2010	63.75	
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	083010 92		08/30/2010	63.75	
	3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	70210 96		07/13/2010	68.00	
							250.75	*
10-80-62003	GENERAL FUND - PARKS - GASOLINE							
	1862	B&D LUMBER & HARDWARE	SUPPLIES	97937		08/02/2010	9.28	PD
10-80-73001	GENERAL FUND - PARKS - RECREATIONAL PROGRAMS							
	1415	BREWERY AVENUE DESIGNS	SHIRTS/PARKS & REC	12558		07/29/2010	46.03	
	1415	BREWERY AVENUE DESIGNS	SHIRTS/PARKS & REC	12610		08/09/2010	434.02	

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							480.05	*
10-81-21000	GENERAL FUND - SWIMMING POOL - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)	ELEC-QUALITY HILL/POOL		100913		09/13/2010	840.94	
10-81-22000	GENERAL FUND - SWIMMING POOL - WATER							
	1106 AZ WATER COMPANY	WATER/SWIMMING POOL		100913		09/13/2010	200.46	
10-83-11501	GENERAL FUND - LIBRARY - STANDARD DISABILITY INSURANCE							
	5455 MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY		100908		09/09/2010	42.83	PD
10-83-21000	GENERAL FUND - LIBRARY - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)	ELEC-MAIN ST /LIBRARY		100913		09/13/2010	817.96	
10-83-22000	GENERAL FUND - LIBRARY - WATER							
	1106 AZ WATER COMPANY	WATER/LIBRARY		100913		09/13/2010	51.91	
10-83-22550	GENERAL FUND - LIBRARY - SEWER AND GARBAGE SERV.							
	1225 BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS		10-0831		08/31/2010	89.49	
10-83-41500	GENERAL FUND - LIBRARY - OFFICE SUPPLIES							
	3199 OFFICE SMART	SUPPLIES/LIBRARY		129043		08/05/2010	348.21	
10-83-41610	GENERAL FUND - LIBRARY - SPECIAL SUPPLIES - OTHER							
	1842 DEMCO INCORPORATED	SUPPLIES/LIBRARY		3935682		08/02/2010	20.69	
	1842 DEMCO INCORPORATED	SUPPLIES/LIBRARY		3935682		08/02/2010	27.63	
	1842 DEMCO INCORPORATED	SUPPLIES/LIBRARY		3935682		08/02/2010	59.50	
							107.82	*
10-83-42100	GENERAL FUND - LIBRARY - BOOKS AND REFERENCE MATERIALS							
	1125 BAKER & TAYLOR, INC.	BOOKS/LIBRARY		4009520122		08/13/2010	15.75	
	1125 BAKER & TAYLOR, INC.	BOOKS/LIBRARY		409531776		08/23/2010	15.73	
							31.48	*
10-83-42150	GENERAL FUND - LIBRARY - PERIODICALS							
	1323 SIERRA VISTA HERALD	SUBSCRIPTION/LIB		76		08/21/2010	15.00	
10-83-42500	GENERAL FUND - LIBRARY - REPAIRS & MAINT- BLDG							
	1862 B&D LUMBER & HARDWARE	SUPPLIES/LIBRARY		289170		08/17/2010	12.96	PD
	1862 B&D LUMBER & HARDWARE	SUPPLIES/LIBRARY		98212		08/10/2010	54.22	PD
	1862 B&D LUMBER & HARDWARE	SUPPLIES/LIBRARY		98350		08/16/2010	21.00	PD
							88.18	*
10-83-43500	GENERAL FUND - LIBRARY - POSTAGE							
	2604 PURCHASE POWER	REFILL POSTAGE METER/LIB		6864-090110		09/15/2010	98.00	
10-83-53500	GENERAL FUND - LIBRARY - DOC WORKERS							
	3163 AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS		70210 82.104		07/13/2010	34.00	
10-83-91000	GENERAL FUND - LIBRARY - NEW EQUIPMENT							
	1842 DEMCO INCORPORATED	SUPPLIES/LIBRARY		3935682		08/02/2010	119.00	
	1842 DEMCO INCORPORATED	SUPPLIES/LIBRARY		3935682		08/02/2010	76.04	
	1842 DEMCO INCORPORATED	SUPPLIES/LIBRARY		3935682		08/02/2010	476.00	
							671.04	*
10-85-22550	GENERAL FUND - SENIOR CITIZENS CENTER - SEWER AND GARBAGE SERV.							
	1225 BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS		10-0831		08/31/2010	54.65	
10-85-41700	GENERAL FUND - SENIOR CITIZENS CENTER - CONTRACT SERVICES							
	1609 OLANDER PEST CONTROL	PEST CNTRL SRVCS/SC		SC-75		07/13/2010	50.00	
	1609 OLANDER PEST CONTROL	PEST CNTRL SRVCS/SC		SC-95		09/10/2010	50.00	
	1609 OLANDER PEST CONTROL	PEST CNTRL SRVCS/SEAGO		SO-96		09/10/2010	35.00	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
							135.00	*
10-85-56000	GENERAL FUND - SENIOR CITIZENS CENTER - MAINTENANCE MATERIALS & SERV.							
	2611 SUTHERLAND		REPAIR AND MAINT/SC	74844		09/10/2010	150.18	
11-40-22506	GENERAL GOVERNMENT GRANTS - GRANT EXP - TRANSPORTATION - SHIPO OLD BISBEE DESIGN							
	5014 THE PLANNING CENTER		PRFFSSIONAL SVC -HISTORIC C	38110		09/09/2010	2,358.48	
18-40-22515	TRANSPORTATION GRANTS - GRANT EXP - TRANSPORTATION - ADOT AZ STREET TEP							
	5281 AZ DEPT OF TRANSPORTATION		TRACS. No. SL64202D/01C JPA 10	211010		08/04/2010	28,500.00	
20-40-11501	TRANSIENT ROOM TAX - FUND EXPENDITURES - STANDARD DISABILITY INSURANCE							
	5455 MUTUAL OF OMAHA		LONG & SHORT TERM DISABILITY	100908		09/09/2010	20.29	PD
21-40-11501	STREETS O&M FUND - FUND EXPENDITURES - STANDARD DISABILITY INSURANCE							
	5455 MUTUAL OF OMAHA		LONG & SHORT TERM DISABILITY	100908		09/09/2010	177.62	PD
21-40-13000	STREETS O&M FUND - FUND EXPENDITURES - UNIFORMS							
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	210013498		08/19/2010	67.96	
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	210016342		08/26/2010	43.96	
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	210022279		09/09/2010	43.96	
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	21018751		09/02/2010	43.96	
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	211000154		08/18/2010	95.92	-
	1650 PRUDENTIAL OVERALL SUPPLY		UNIFORMS/STREETS	211000156		08/18/2010	47.96	-
							55.96	*
21-40-21000	STREETS O&M FUND - FUND EXPENDITURES - ELECTRIC							
	1097 AZ PUBLIC SERVICE (2 of 3)		ELEC- AZ ST LIGHTS/STREETS	100913		09/13/2010	4,722.12	
	1879 AZ PUBLIC SERVICE (3 of 3)		UTILITY POLES/STREETS	30480001763		08/26/2010	1,139.29	
							5,861.41	*
21-40-41600	STREETS O&M FUND - FUND EXPENDITURES - SAFETY EQUIPMENT							
	1862 B&D LUMBER & HARDWARE		SUPPLIES/PW	98250		08/11/2010	10.00	PD
	4032 GALETON		SAFETY SUPPLIES/ STREETS	923934		09/08/2010	26.18	
							36.18	*
21-40-41611	STREETS O&M FUND - FUND EXPENDITURES - TRAFFIC CONTROL DEVICES							
	1236 COCHISE COUNTY-HWY/FLDPL		TRAFFIC CNTRL DVCS/STREETS	100823		08/23/2010	494.06	
21-40-45200	STREETS O&M FUND - FUND EXPENDITURES - SUPPLIES							
	1828 HOME DEPOT CREDIT SERVICE:		SUPPLIES/STREETS	5021494		08/23/2010	112.61	
	1862 B&D LUMBER & HARDWARE		SUPPLIES/STREETS	98253		08/11/2010	39.95	PD
	1862 B&D LUMBER & HARDWARE		SUPPLIES/STREETS	98457		08/19/2010	6.54	PD
							159.10	*
21-40-45240	STREETS O&M FUND - FUND EXPENDITURES - CONCRETE, REBAR & FORMS							
	1862 B&D LUMBER & HARDWARE		SUPPLIES/STREETS	98061		08/05/2010	76.57	PD
21-40-52500	STREETS O&M FUND - FUND EXPENDITURES - PROPERTY, CASUALTY, LIABILITY							
	1139 AZ MUNICIPAL RISK RTNTN POC		FIRST QTR GENERAL LIABILITY	6600		09/09/2010	8,095.19	PD
21-40-53500	STREETS O&M FUND - FUND EXPENDITURES - DOC WORKERS							
	3163 AZ STATE PRISON CMLPX-DOUC		DOC LABOR CREW/VDEPTS	70210 82,104		07/13/2010	192.50	
	3163 AZ STATE PRISON CMLPX-DOUC		DOC LABOR CREW/VDEPTS	93010 89,133		08/30/2010	252.00	
	3163 AZ STATE PRISON CMLPX-DOUC		DOC LABOR CREW/VDEPTS	083010 91		08/30/2010	136.00	
	3163 AZ STATE PRISON CMLPX-DOUC		DOC LABOR CREW/VDEPTS	70210 97		07/13/2010	195.60	
							776.10	*
21-40-56001	STREETS O&M FUND - FUND EXPENDITURES - SMALL TOOLS & EQUIPMENT							
	1862 B&D LUMBER & HARDWARE		SUPPLIES/STREETS	98196		08/10/2010	43.82	PD
21-40-61000	STREETS O&M FUND - FUND EXPENDITURES - PARTS & LABOR							
	1339 TUCSON TRACTOR COMPANY		PARTS LOADER/STREETS	63687		09/01/2010	148.59	
	1862 B&D LUMBER & HARDWARE		SUPPLIES/STREETS	98009		08/03/2010	1.18	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount		
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98453		08/19/2010	17.73	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES	98483		08/20/2010	7.61	PD	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	35271		08/04/2010	7.47		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	36309		08/13/2010	20.20		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	36560		08/16/2010	11.96		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	36655		08/17/2010	18.16		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	36891		08/19/2010	4.09		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	37703		08/26/2010	7.85		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	70062		08/16/2010	7.00		
							251.84	*	
21-40-62002	STREETS O&M FUND - FUND EXPENDITURES - TIRES								
	1854	W R RYAN - FIRESTONE	TIRES-ALIGNMENTS/STREETS	87192		09/03/2010	121.80		
21-40-62003	STREETS O&M FUND - FUND EXPENDITURES - GASOLINE								
	3551	UNION DISTRIBUTING	GAS-\$2.55 PER GAL UNLEADED	116022		09/01/2010	2,500.57		
	3551	UNION DISTRIBUTING	GAS-\$2.44 PER GAL UNLEADED	116761		09/07/2010	4,219.47		
							6,720.04	*	
21-40-62005	STREETS O&M FUND - FUND EXPENDITURES - DIESEL								
	3551	UNION DISTRIBUTING	GAS-\$2.96 PER GAL DIESEL	116022		09/01/2010	3,796.00		
	3551	UNION DISTRIBUTING	GAS-\$2.70 PER GAL DIESEL	116761		09/07/2010	1,676.08		
							5,472.08	*	
21-40-62007	STREETS O&M FUND - FUND EXPENDITURES - LUBRICANTS								
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	36309		08/13/2010	17.12		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/STREETS	70062		08/16/2010	7.00		
							24.12	*	
39-40-50002	RICO---DRUG ENFORCE/ASSET SHRG - FUND EXPENDITURES - EQUIPMENT								
	4304	DURHAM COMMUNICATIONS	EQUIPMENT/BPD	38864		09/13/2010	255.00		
39-40-50006	RICO---DRUG ENFORCE/ASSET SHRG - FUND EXPENDITURES - RICO - AUTHORIZED EXPENDITURES								
	5642	COCHISE COUNTY ATTORNEY	FORFEITURE EXP/BPD	100831		08/31/2010	17.69		
42-40-40510	BISBEE ARTS COMMISSION - FUND EXPENDITURES - PLEIN AIR EXPENSES								
	5593	BOHTE DESIGN	RMBRSMNT- PLEIN AIR SUPPLIES	100810		08/10/2010	227.88		
50-40-22000	AIRPORT FUND - FUND EXPENDITURES - WATER								
	1584	NACO WATER COMPANY LLC	NACO WATER/AIRPORT	100826		08/26/2010	73.85		
50-40-22550	AIRPORT FUND - FUND EXPENDITURES - SEWER AND GARBAGE SERV.								
	1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831		08/31/2010	47.03		
50-40-23000	AIRPORT FUND - FUND EXPENDITURES - GAS								
	1751	SOUTHWEST GAS CORPORATIC	GAS-BISBEE JCT /AIRPORT	100901		09/01/2010	30.80		
50-40-41610	AIRPORT FUND - FUND EXPENDITURES - SPECIAL SUPPLIES - OTHER								
	5285	ARIZONA DEPT OF WEIGHTS	ANNUAL LIC RENEWAL/	175511		08/23/2010	15.00		
54-40-11501	SEWER FUND - FUND EXPENDITURES - STANDARD DISABILITY INSURANCE								
	5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908		09/09/2010	125.48	PD	
54-40-13000	SEWER FUND - FUND EXPENDITURES - UNIFORMS								
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/WW	210013502		08/19/2010	21.37		
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/WW	210016347		08/26/2010	21.37		
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/WW	210018759		09/02/2010	21.37		
	1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/WW	210022284		09/09/2010	21.37		
							85.48	*	
54-40-22000	SEWER FUND - FUND EXPENDITURES - WATER								
	1106	AZ WATER COMPANY	WATER/HIGHWAY 80 SEWER POI	100913		09/13/2010	186.10		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount		
54-40-34102	SEWER FUND - FUND EXPENDITURES - OTHER - TESTING								
	1462	LEGEND TECHNICAL SERVICES	TESTING FEES	1012974		08/27/2010	62.00		
	1462	LEGEND TECHNICAL SERVICES	TESTING FEES	1013076		08/30/2010	92.00		
	1462	LEGEND TECHNICAL SERVICES	TESTING FEES	1013077		08/30/2010	62.00		
	1462	LEGEND TECHNICAL SERVICES	TESTING FEES	1013140		08/23/2010	92.00		
							308.00	*	
54-40-41600	SEWER FUND - FUND EXPENDITURES - SAFETY EQUIPMENT								
	1862	B&D LUMBER & HARDWARE	SUPPLIES/SWR	98521		08/23/2010	49.31	PD	
54-40-41610	SEWER FUND - FUND EXPENDITURES - SPECIAL SUPPLIES								
	5666	MICROAGE	SPECIAL SUPPLIES/WW	600166130		09/01/2010	156.65		
	5668	LEICA GEOSYSTEMS INC	SPECIAL SUPPLIES/WW	92826490		08/24/2010	289.91		
							446.56	*	
54-40-41700	SEWER FUND - FUND EXPENDITURES - CONTRACT SERVICES								
	1650	PRUDENTIAL OVERALL SUPPLY	MATS/WW	210013502		08/19/2010	22.27		
	1650	PRUDENTIAL OVERALL SUPPLY	CONTRACT SERVICES/WW	210016347		08/26/2010	22.27		
	1650	PRUDENTIAL OVERALL SUPPLY	MATS/WW	210018759		09/02/2010	22.27		
	1650	PRUDENTIAL OVERALL SUPPLY	MATS/WW	210022284		09/09/2010	22.27		
	2548	XEROX CORPORATION	COPIER MAINT AGRMNT/NDEPT	50071964		09/01/2010	28.91		
	4415	CULLIGAN/OASIS BOTTLED WTF	DRINKING WATER/WW	12X10548709		08/31/2010	81.88		
							199.87	*	
54-40-42502	SEWER FUND - FUND EXPENDITURES - PIPES & FITTINGS								
	1862	B&D LUMBER & HARDWARE	SUPPLIES	97587		07/28/2010	28.10	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/SWR	98233		08/11/2010	34.15	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/SWR	98239		08/11/2010	15.09	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/SWR	98415		08/18/2010	89.78	PD	
							167.12	*	
54-40-43000	SEWER FUND - FUND EXPENDITURES - LAB SUPPLIES								
	1698	SAFEWAY INC.	SUPPLIES/WASTE WATER	2019336		08/20/2010	5.48		
54-40-52500	SEWER FUND - FUND EXPENDITURES - PROPERTY, CASUALTY, LIABILITY								
	1139	AZ MUNICIPAL RISK RTNTN POC	FIRST QTR GENERAL LIABILITY	6600		09/09/2010	11,924.81	PD	
54-40-56001	SEWER FUND - FUND EXPENDITURES - SMALL TOOLS & EQUIPMENT								
	1090	USA BLUEBOOK	PORTABLE PUMP/WW	226537		09/01/2010	404.31		
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PW	98032		08/04/2010	4.06	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PW	98032		08/04/2010	24.00	PD	
	1862	B&D LUMBER & HARDWARE	SUPPLIES/SWR	98420		08/18/2010	64.19	PD	
							496.56	*	
54-40-61000	SEWER FUND - FUND EXPENDITURES - PARTS & LABOR								
	1862	B&D LUMBER & HARDWARE	SUPPLIES/SWR	97946		08/02/2010	3.62	PD	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	3600		08/11/2010	32.89		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	36059		08/11/2010	3.63	-	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	37386		08/24/2010	4.96		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	37394		08/24/2010	3.06		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	37751		08/27/2010	6.27		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	37809		08/27/2010	36	-	
							46.81	*	
54-40-62007	SEWER FUND - FUND EXPENDITURES - LUBRICANTS								
	1862	B&D LUMBER & HARDWARE	SUPPLIES/PW	98032		08/04/2010	8.72	PD	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	3600		08/11/2010	51.03		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	37386		08/24/2010	17.12		
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	37751		08/27/2010	15.81		
							92.68	*	
54-40-65100	SEWER FUND - FUND EXPENDITURES - CONSTRUCTION & REPAIR MATERIAL								
	1862	B&D LUMBER & HARDWARE	SUPPLIES	97587		07/28/2010	20.66	PD	
56-40-11501	SANITATION FUND - FUND EXPENDITURES - STANDARD DISABILITY INSURANCE								

5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908	09/09/2010	95.25	PD
56-40-13000	SANITATION FUND - FUND EXPENDITURES - UNIFORMS					
1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/SANITATION	210013499	08/19/2010	52.57	
1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/SANITATION	210016343	08/26/2010	45.15	
1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/SANITATION	210018752	09/02/2010	190.03	
1650	PRUDENTIAL OVERALL SUPPLY	UNIFORMS/SANITATION	210022280	09/09/2010	45.15	
					332.90	*
56-40-41000	SANITATION FUND - FUND EXPENDITURES - DISPOSABLE EQUIPMENT/TOOLS					
3199	OFFICE SMART	DISPOSABLE EQPMNT/SAN	130753	09/07/2010	16.29	
56-40-41600	SANITATION FUND - FUND EXPENDITURES - SAFETY EQUIPMENT					
1862	B&D LUMBER & HARDWARE	SUPPLIES/PW	98250	08/11/2010	20.00	PD
4032	GALETON	SAFETY SUPPLIES/ SAN	923934	09/08/2010	13.09	
					33.09	*
56-40-52500	SANITATION FUND - FUND EXPENDITURES - PROPERTY, CASUALTY, LIABILITY					
1139	AZ MUNICIPAL RISK RTNTN POC	FIRST QTR GENERAL LIABILITY	6600	09/09/2010	5,011.63	PD
56-40-53006	SANITATION FUND - FUND EXPENDITURES - COUNTY TIPPING FEES					
3181	COCHISE COUNTY SOLID WAST	TIPPING FEE /SANITATION	16682	09/01/2010	19,161.50	
56-40-53500	SANITATION FUND - FUND EXPENDITURES - DOC WORKERS					
3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	070210 102	07/13/2010	165.75	
3163	AZ STATE PRISON CMLPX-DOUC	DOC LABOR CREW/VDEPTS	083010 97	08/30/2010	119.00	
					284.75	*
56-40-61000	SANITATION FUND - FUND EXPENDITURES - PARTS & LABOR					
2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/SANITATION	35862	08/10/2010	236.93	
2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/SANITATION	36777	08/18/2010	196.12	
2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/WW	37385	08/24/2010	8.77	
2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/SANITATION	37549	08/25/2010	16.32	
					458.14	*
56-40-62008	SANITATION FUND - FUND EXPENDITURES - TIRES					
1854	W R RYAN - FIRESTONE	TIRES-ALIGNMENTS/RECYCLE	86989	08/17/2010	189.61	
1854	W R RYAN - FIRESTONE	TIRES-ALIGNMENTS/SANITATION	87151	08/31/2010	197.09	
					386.70	*
56-40-72000	SANITATION FUND - FUND EXPENDITURES - RECYCLING PROGRAM					
1862	B&D LUMBER & HARDWARE	SUPPLIES	98566	08/24/2010	40.47	PD
56-40-91000	SANITATION FUND - FUND EXPENDITURES - EQUIP & FURNITURE - DUMPSTERS					
1862	B&D LUMBER & HARDWARE	SUPPLIES/SANITATION	98587	08/25/2010	56.97	PD
59-2024501	QUEEN MINE FUND - SALES TAX PAYABLE - MERCHANDIS					
1078	AZ DEPT OF REVENUE-SALES T	SALES TAX AUG'10/QMINE	100831	08/31/2010	3,674.29	PD
59-31-25000	QUEEN MINE FUND - TAXES - TAX CREDITS TAKEN					
1078	AZ DEPT OF REVENUE-SALES T	SALES TAX AUG'10/QMINE	100831	08/31/2010	21.43	PD
59-40-11501	QUEEN MINE FUND - FUND EXPENDITURES - STANDARD DISABILITY INSURANCE					
5455	MUTUAL OF OMAHA	LONG & SHORT TERM DISABILITY	100908	09/09/2010	125.95	PD
59-40-22000	QUEEN MINE FUND - FUND EXPENDITURES - WATER					
1106	AZ WATER COMPANY	WATER/QUEEN MINE	100913	09/13/2010	327.61	
59-40-22550	QUEEN MINE FUND - FUND EXPENDITURES - SEWER AND GARBAGE SERV.					
1225	BISBEE PUBLIC WORKS	S&G FEES AUG'10/VDEPTS	10-0831	08/31/2010	323.55	
59-40-41604	QUEEN MINE FUND - FUND EXPENDITURES - SPECIAL SUPP - MERCHANDISE					
1320	ATVC MARKETING	250 COOLIES/QM	3558	08/09/2010	135.05	
1320	ATVC MARKETING	250 MINI HELMET-LIGHT/KEY/QM	3559	08/09/2010	571.24	
5663	WAYNE CARVER	SUPPLIES GIFT SHOP/QM	225920	09/03/2010	167.47	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
							873.76	*
59-40-42501	QUEEN MINE FUND - FUND EXPENDITURES - TOUR MAINTENANCE							
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	97861		07/28/2010	7.01	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	97876		07/29/2010	33.90	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98020		08/04/2010	106.64	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98103		08/06/2010	227.95	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98189		08/10/2010	24.92	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98444		08/19/2010	27.16	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98450		08/19/2010	52.56	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98452		08/19/2010	3.29	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98546		08/24/2010	28.79	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98574		08/25/2010	6.00	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98591		08/25/2010	11.50	PD
	1862	B&D LUMBER & HARDWARE	SUPPLIES/Q MINE	98607		08/26/2010	7.21	PD
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/QM	35538		08/06/2010	111.65	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/QM	36137		08/12/2010	65.34	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/QM	36152		08/12/2010	48.20	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/QM	36793		08/18/2010	55.85	
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/QM	37584		08/25/2010	18.58	
							836.55	*
96-40-52500	BISBEE BUS FUND - FUND EXPENDITURES - PROPERTY, CASUALTY, LIABILITY							
	1139	AZ MUNICIPAL RISK RTNTN POC	FIRST QTR GENERAL LIABILITY	6600		09/09/2010	1,195.26	PD
96-40-62000	BISBEE BUS FUND - FUND EXPENDITURES - FUEL & LUBRICANTS							
	2228	WILLCOX AUTO PARTS INC.	AUTO PARTS/BBS	35392		08/05/2010	15.69	
Grand Total:							<u>269,177.79</u>	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____



AGENDA ITEM NUMBER 2a

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 16, 2010	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 AUGUST 3, 2010, AT 7:00 PM
DATE ACTION REQUESTED: September 21, 2010	<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 held on August 3, 2010, at 7:00 P.M..

PROPOSED MOTION: I move to Approve the Minutes of the Regular Session of the Mayor and Council held on August 3, 2010, at 7:00 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 REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, HELD ON TUESDAY, AUGUST 3, 2010, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

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

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 Raymond Rodgers, Ward II, Mayor Pro Tempore
Councilmember Ken Budge, Ward I

STAFF

Stephen J. Pauken, City Manager
Gloria P. Gonzalez, Interim City Clerk
John Charley, Community Development Director
Jim Elkins, Chief of Police
Jack Earnest, Fire Chief
Thomas Klimek, Public Works Director/City Engineer

CITY ATTORNEY

Mark J. Langlitz

INVOCATION: Mayor Porter asked for a Moment of Silence to remember the crew and pilot that went down last week in Tucson.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Mayor Porter announced that the Bisbee/Douglas Football game would be held on Friday, August 27th in Douglas and asked for everyone to attend.
- Mayor Porter announced that the Copper Kings defeated the Tucson Toros last week.

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

GENERAL BUSINESS:

ACCOUNTS PAYABLE:

MOTION: Councilmember Cline moved to approve Accounts Payable in the amount of \$484,941.40.

SECOND: Councilmember Rodgers.

MOTION PASSED: UNANIMOUSLY

Councilmember Nicholl addressed the payments for Engineering Environment and the Rural Development Loan for the debt on the sewer system.

1. CALL TO THE PUBLIC

Tom Ryan, a resident of the County and a taxpayer, addressed the noise issue that has been discussed. He commented that when a siren is heard, he welcomed the sound because it was indicative of a response to an emergency situation.

Sarah Magaesson, Bisbee resident, commented on the plastic bag movement and that since the June 15th Council meeting, a group of active citizens have taken steps regarding the plastic bag ban. She advised that the Co-Op had taken action by placing plastic bags in the back counter in a ban-share box. She said a chapter had been established to make bags from old T-shirts to be provided to the public for free. She said that two sew-ins were held which consisted of 10 sewing machines for the creation of 75 bags and a flow of 60 people to cover, sew, and sort to make this project possible. She commented that these steps were taken by them and now looked to Council to implement a comprehensive ordinance to eliminate plastic bags.

2. Approval of the Consent Agenda

- A. Discussion and Possible Approval of the Minutes of the Regular Session of Mayor and Council held on July 20, 2010, at 7:00 PM.
Gloria P. Gonzalez, Interim City Clerk
- B. Discussion and Possible Approval of the Appointment of Councilmember Anna Cline as the Mayor Pro Tempore.
W.J. Porter, Mayor
- C. Discussion and Possible Approval of the Park Facility and Right-of-Way Use Permit for the Use of City Park to hold the Annual Vintage Bisbee Wine and Food Festival on Saturday, October 9, 2010, from 10:00 AM to 9:30 PM.
Thomas Klimek, Public Works Director/City Engineer
- D. Discussion and Possible Approval of the Park Facility and Right-of-Way Use Permit for the Use of City Park to hold Carnivale-Casino Night on Saturday, October 16, 2010, from 9:00 AM to 11:00 PM.
Thomas Klimek, Public Works Director/City Engineer
- E. Discussion and Possible Approval of the Special Event License Application Submitted by the Bisbee Rotary Club to Authorize the Sale of Alcoholic Beverages at a Fundraising Event to be held at the City Park on Saturday, October 9, 2010, from 4:00 PM to 9:00 PM; James Collins, Applicant.
Gloria P. Gonzalez, Interim City Clerk
- F. Discussion and Possible Approval of a Liquor License Application for the VFW Post 836 located at 1326 W. Highway 92, Bisbee, Arizona; Frank Martinez, Jr., Applicant.
Gloria P. Gonzalez, Interim City Clerk
- G. Discussion and Possible Approval of a License Agreement with Freeport-McMoRan Corporation for a Water Line.
Thomas Klimek, Public Works Director/City Engineer

Councilmember Budge asked that Items C and D be pulled from the Consent Agenda for further discussion.

MOTION: Councilmember Budge moved to approve Items A-B and Items E-G of the Consent Agenda.

SECOND: Councilmember Scott.

ROLL CALL VOTE:

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

NAYS: 0

MOTION: AYES – 7 NAYS - 0

Discussion of Item C:

Councilmember Budge indicated that this item requested that fees in the amount of over \$200 be waived for their event. He noticed that the Kiwanis stepped up to pay the full fees for their fundraiser and that the Boys & Girls Club paid ½ the fees for their event last month. He commented that he would not feel good about waiving all the fees for this fundraiser.

Councilmember Nicholl agreed and added that if Council asked the Museum and the Boys and Girls Club to pay ½ the fees for their events, this was not an unreasonable request.

Councilmember Budge commented that most or all the money stayed in Bisbee, but the reality was that costs needed to be covered to run these fundraisers.

MOTION: Councilmember Budge moved to approve of the Park Facility and Right-of-Way Use Permit for the Use of City Park to hold the Annual Vintage Bisbee Wine and Food Festival on Saturday, October 9, 2010, from 10:00 AM to 9:30 PM, with waiver of half of the fees.

SECOND: Councilmember Nicholl.

ROLL CALL VOTE:

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

NAYS: 0

MOTION: AYES – 7 NAYS - 0

Discussion of Item D:

Councilmember Budge indicated that this event permit conflicted with the Save our Stairs event for about 1½ hours and asked if Kiwanis could make their use of City Park from 11:00 a.m. which would still give them from 11 am to 5pm to set up, so that there would be no conflict of interest. The Bisbee 10000 shared an article from the Wall Street Journal that listed a set of 8 5-K Runs, and voted as the funnest, based upon size and scenery, the Bisbee 1000 was voted one of the top two from RunningUSA.com.

Councilmember Nicholl asked if October 16th was the day of the Stair Climb.

Councilmember Budge asked Council if it would be a problem for the Kiwanis to be start at 11:00 a.m. versus 9:00 a.m. Councilmember Giacomino replied that it would. She asked that since the set of stairs facing the City Park that SOS would walk up were located on the left side, why could not the Kiwanis set up by using the side street at the ramp and the set of stairs in front of the Park. Councilmember Budge said that musicians would be in the Park for the first 1½ hours.

Mr. Pauken commented that this event was scheduled for October 16th, and asked if it would be too much on both the part of the Kiwanis and SOS to back this out for tonight and discuss it at the

next Council meeting so that it could be resolved to make sure there was no conflict between the two organizations.

MOTION: Councilmember Nicholl moved to table the Park Facility and Right-of-Way Use Permit for the Use of City Park to hold Carnivale-Casino Night on Saturday, October 16, 2010, from 9:00 AM to 11:00 PM.

ROLL CALL VOTE:

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

NAYS: 0

MOTION: AYES – 7 NAYS - 0

OLD BUSINESS

NEW BUSINESS

3. Public Auction of Certain Real Property that has been designated as Surplus City Property. The Property that will be Offered for Sale to the Highest Bidder Consists of Approximately 500 Square Feet of Unplatted Land Adjacent to and East of 10 Clawson Avenue in Old Bisbee. Minimum Bid is Five Thousand Dollars (\$5,000.00).

John Charley, Community Development Director

Mr. Charley indicated that the auction would offer the property designated as surplus City property for sale to the highest bidder of approximately 500 square feet of unplatted land adjacent to and east of 10 Clawson Avenue in Old Bisbee at a minimum bid of \$5,000.00

Mayor Porter opened the Auction and asked if there were any bids. Tom Slusser proposed a bid of \$5,000. Mayor Porter asked if there were any other bidders from Public, to which there were not. Mayor Porter closed the Public Auction.

MOTION: Mayor Porter moved to accept the bid in the amount of \$5,000.00 made by Tom Slusser and authorize the Mayor and staff to complete the transfer of the subject property to the successful bidder upon the payment of all required compensation, subject to the conditions of this sale.

SECOND: Councilmember Nicholl.

MOTION: PASSED UNANIMOUSLY

4. Discussion and Possible Approval of Notice of Intent to Adopt Ordinance O-10-13 Authorizing the Sale and Transfer of Certain City Property Consisting of Approximately 500 Square Feet of Unplatted Land Located Adjacent to and East of 10 Clawson Ave in Old Bisbee.

John Charley, Community Development Director

Mr. Charley advised that the Notice of Intent to adopt Ordinance O-10-13 was a formality to authorize the transfer of the City property, as approved by the Council in connection with the Public Auction held at this August 3rd Council meeting.

MOTION: Councilmember Nicholl moved to approve the Notice of Intent to adopt Ordinance O-10-13 authorizing the sale and transfer of certain property consisting of approximately 500 square feet of unplatted land located adjacent and east of 10 Clawson Avenue in Old Bisbee to Tom Slusser for the sum of \$5,000.

SECOND: Councilmember Budge.

ROLL CALL VOTE:

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

NAYS: 0

MOTION: AYES – 7 NAYS - 0

5. Discussion and Possible Approval of a Professional Service Agreement between the City of Bisbee and Albert N. Hopper, Jr., Architect for Professional Services in Connection with ADA Restroom Addition to the Queen Mine Tour Facility.
John Charley, Community Development Director

Mr. Charley indicated that for the safety and comfort of the Queen Mine Tour (QMT) patrons, the Community Development Department would bring the QMT restroom facilities into compliance with the Americans with Disabilities Act. Mr. Hopper would provide all the design and construction documentation necessary for this upgrade. He added that the plan would be to place the restrooms inside the QMT facility.

Mayor Porter asked what would be done with outside restroom facility. Mr. Charley replied that would be discussed further as this item tied into Item 6 below.

MOTION: Councilmember Nicholl moved to approve entering into a Professional Service Agreement with Albert N. Hopper Jr., Architect, as outlined in Exhibits A and B for services in connections with the ADA Restroom Addition to the Queen Mine Tour Facility.

SECOND: Councilmember Rodgers.

MOTION: PASSED UNANIMOUSLY

6. Discussion and Possible Approval of a Professional Service Agreement between the City of Bisbee and Albert N. Hopper, Jr., Architect for Professional Services in Connection with the Bisbee City Hall Windows and Doors Replacement Project.
John Charley, Community Development Director

Mr. Charley conveyed that in 2010, the City received an Energy Efficiency Grant from the Arizona Department of Commerce in the amount of \$72,852.56, to fund for the planning, design and retrofit of new energy efficient windows throughout City Hall. He informed Council that Mr. Hopper would be providing the planning and design documentation necessary for the retrofit of new energy windows throughout City Hall.

MOTION: Councilmember Nicholl moved to approve entering into a Professional Service Agreement with Albert N. Hopper Jr., Architect, as outlined in Exhibits A and B for services in connection with the Bisbee City Hall Windows and Doors replacement Project.

SECOND: Councilmember Budge.

MOTION: PASSED UNANIMOUSLY

7. Discussion and Possible Approval of a Professional Service Agreement between the City of Bisbee and Urban Earth Design, LLC Landscape Architects for Professional Services in Connection with the Queen Mine Tour Landscaping Project.

John Charley, Community Development Director

Mr. Charley advised that as part of the ongoing capital improvement projects scheduled for the QMT in 2010-2011, Urban Earth Design Landscape Architects would create the conceptual planning, design and visioning services for the revitalization of the exterior of the QMT site.

Councilmember Budge commented that the square footage was large enough to consider the usage of rain water. Mr. Charley replied that the plan for the landscaping included trees shrub, etc.

MOTION: Councilmember Budge moved to approve entering into a Professional Service Agreement with Urban Earth Design, LLC, as outlined in Exhibits A and B for services in connection with the Queen Mine Tour Landscaping Project.

SECOND: Councilmember Giacomino

MOTION: PASSED UNANIMOUSLY

8. Consideration of and Possible Action regarding Petition presented by Cado Daily concerning the Signs posted at the Municipal Swimming Pool.

Mark J. Langlitz, City Attorney

Mr. Langlitz advised that on July 6th, Bisbee resident Cado Daily presented written petition to Mayor & Council requesting that the new rule at the Bisbee City Pool, "Attire must be worn at all times", posted in the dressing rooms be rescinded so they were not relegated to a toilet stall to entirely change their clothes, and that the common practice of at least the past 30 years of unrestricted changing and showering in the dressing room and shower stall be reinstated.

Mr. Pauken advised that before the petition was presented, there was discussion regarding the signs and citing the Arizona Statute with regard to changing and wearing proper attire and were posted at the request of the City Attorney. It was noticed right away that this put a burden on people who arrived in street clothes and then the reverse, he received phone calls and visits from both sides of the issue. He said it was determined that the best approach was to take a locker room and make provisions to change clothes privately. Mr. Pauken indicated that he had discussed this with Ms. Daily who indicated that if the stalls were installed there would be no need to present a petition. The Public Works Department was assigned the duty of providing private change areas, three stalls and made them ADA compatible. He added that State Law provides for proper attire to be worn and the City has made provisions for that to be possible for the people who use the Bisbee swimming pool.

Councilmember Nicholl reminded staff that the public owned the pool, not the staff or Council. He said the policy change was made without consulting anyone in the City who was affected by this policy change and did not allow the public to have input into the use of the property they owned.

Councilmember Giacomino commented that the policy and the Arizona Revised Statutes that were posted was not a staff decision. She said it was done by the City Attorney and the City Manager and yes, the citizens do own the pool - the pool that was built for the kids. She said no staff members ever sets a policy, they enforce a policy that is given to them. She commented that the children should not be subjected to nudity if they are not prepared for that, parents do not like their children seeing strange people running around nude and it is a State Law that there will be no public nudity. She added that staff and Council have nothing to say to that.

Councilmember Budge commented Ms. Daily was not aware that the petition would be addressed at this meeting, but wanted to respect the signers by presenting the petition to Council and that the accommodations made by the City satisfied her concerns.

Councilmember Cline agreed with Councilmember Giacomino and having two children, 5 and 10 years of age at the pool on daily basis, she appreciated this issue being addressed and enforced.

Marcia Gibbons asked that Council remove the sign in the pool locker room regarding attire must be worn at all times, and secondly, remove the words "for our kids" from the new sign on the front of the pool. She commented that this sign was arbitrarily and capriciously posted without going through the appropriate procedures. She indicated that the use of the pool was not only for the kids, but for everyone. She added that the problem has been and to please take down the signs.

Mayor Porter asked if there had been any complaints regarding the City Pool. Mr. Langlitz advised that there were complaints regarding a problem at the Pool. He commented that some adult patrons had been walking in the Locker Room unclothed and made inappropriate comments to staff personnel. He indicated that the law states very clearly that indecent exposure is not permitted in public and that the law could not be ignored and not enforced.

MOTION: Councilmember Budge moved to accept the petition and action has already been taken to meet the requirements of the petition.

SECOND: Councilmember Giacomino.

Mr. Pauken commented that Council might want to read the petition carefully before continuing with their motion because it could conflict with the actions the City had already taken. He recommended a motion to reject or accept the petition.

Councilmember Budge pulled his motion.

MOTION: Councilmember Giacomino moved to reject the petition because it was a moot point and that it remained at its current policy.

SECOND: Anna Cline.

ROLL CALL VOTE:

AYES: Councilmembers Scott, Giacomino, Cline, Rodgers, and Mayor Porter.

NAYS: Councilmembers Nicholl and Budge.

MOTION: AYES - 5 NAYS - 2

9. Consideration of and Possible Action regarding Petition Presented by Geoff Cook concerning a Uniform Noise Code.

Mark J. Langlitz, City Attorney

Mr. Pauken indicated that on July 6, 2010, Bisbee resident, Geoff Cook, presented a written Petition requested that a Uniform Noise Code be adopted by the City of Bisbee consistent with the standards already set by the Housing and Urban Development.

Mr. Cook addressed his petition and provided a presentation regarding the petition. He discussed the guidelines for noise thresholds and the decibel levels within his residential area. He gave an overview of noise levels within the City and other surrounding areas and the affects it had on individuals.

MOTION: Mayor Porter moved to reject the petition.

SECOND: Councilmember Scott.

MOTION PASSED: UNANIMOUSLY

10. Discussion and Possible Approval to allow the Mayor and Council to go into an into an Intergovernmental Agreement between the Governor's Office of Economic

Recovery for Border Security Enhancement Program Grant and the City of Bisbee
Police Department in the Amount of \$160,500.

Jim Elkins, Chief of Police

Chief Elkins indicated that on July 16, 2010, the Police Department were notified that they had been awarded a Border Security Enhancement Program (BSEP) Grant in the amount of \$160,500. He explained what the grant would cover and asked Council to approve entering into an Intergovernmental Agreement (IGA) to allow the Bisbee Police Department to spend the funds stated in the IGA. He also explained that this program was basically the same guidelines as Stone Garden.

Councilmember Giacomino asked if the grant would be worked within the Bisbee city limits. Chief Elkins replied that part would be within City limits, but there would be times that an officer might have to be dispatched outside City limits. Councilmember Giacomino asked if reports could be provided so that Council was aware as to what was going on. Chief Elkins said that reports could be provided.

Councilmember Budge asked if this program would follow the same rules as Operation Stone Garden. Chief Elkins explained that the guidelines were the same as for Operation Stone Garden. Mr. Pauken also advised Council that the guidelines for the officers working these programs were established by the City of Bisbee.

MOTION: Councilmember Cline moved that Mayor and Council approve an Intergovernmental Agreement between the Governor's Office of Economic Recovery for Border Security Enhancement Program Grant and the City of Bisbee Police Department in the Amount of \$160,500. This Grant covers \$100,000 of Overtime and EREs, \$15,500 of Mileage, and \$45,000 of Fully Equipment Unmarked SUV Police Units.

SECOND: Councilmember Scott.

Councilmember Rodgers commented on the total amount of City support and the criticism that the Federal government had received due to the lack of support. He felt there was a considerable amount of support for local government and, that in spite of much criticism received, this was well received.

MOTION PASSED: AYES – 6 NAYS – 1, Councilmember Nicholl

11. Discussion and Possible Approval of a One (1) Year Renewal of the Employment and Staffing Services Agreement with M.G. Patience, CPA.
Stephen J. Pauken, City Manager

Mr. Pauken indicated that the City was in a contract employment situation with Fire Chief Jack Earnest, with the current agreement in place for the last two (2) years. Mr. Pauken also advised Council that the Contract could be renewed for additional periods upon the mutual agreement of the parties and was once again renewed for a one-year period on August 31, 2009. Mr. Pauken indicated that Ms. Patience confirmed that there would be no change in rate for the coming year and agreed to another one-year extension of the contract for her services.

MOTION: Councilmember Nicholl moved to approve a one (1) year renewal of the Employment and Staffing Services Agreement with M.G. Patience, CPA.

SECOND: Councilmember Rodgers.

MOTION PASSED: UNANIMOUSLY

12. Discussion and Possible Approval of an Employment Agreement between the City of Bisbee and Gloria P. Gonzalez.
Stephen J. Pauken, City Manager

Mr. Pauken indicated that the hiring of the City Clerk differed as opposed to the City Manager and City Attorney position. Mr. Pauken informed that the City Manager appointed the City Clerk subject to approval of the City Council, and there after, the City Clerk served at the pleasure of Council. Mr. Pauken recommended approval of the employment of Gloria Gonzalez to the City Clerk position.

MOTION: Councilmember Nicholl moved to approve the Employment Agreement between the City of Bisbee and Gloria P. Gonzalez.

SECOND: Councilmember Giacomino.

MOTION PASSED: UNANIMOUSLY

13. City Manager's Report on other current events (no discussion).
 - There was no City Manager's Report.

COUNCIL COMMENTS:

- Councilmember Giacomino commented on the success of the pool season. She also thanked the Bisbee Fire members and EMTs for their response time to her son's home and the transport of her son to St. Mary's Hospital in Tucson. She also thanked the citizens of Bisbee, the outlying areas, and those from out of State for their support and being with the family.

MOTION: Mayor Porter moved to adjourn the meeting.

SECOND: Councilmember Budge.

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 8:45 P.M.

W.J. Porter, Mayor



AGENDA ITEM NUMBER 26

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 15, 2010	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: ACCEPTANCE OF THE RESIGNATION OF WILLIAM L. JENNEY FROM THE MUNICIPAL PROPERTY CORPORATION (MPC).
DATE ACTION REQUESTED: September 21, 2010	<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: Accept the Resignation of William L. Jenney from the Municipal Property Corporation (MPC).

PROPOSED MOTION: I Move to Accept the Resignation of William L. Jenney from the Municipal Property Corporation (MPC).

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



A NOTE FROM...

WILLIAM JENNEY

I have by resignation
left the Municipal Property
Board of Directors.

W. Jenney





AGENDA ITEM NUMBER 2c

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 14, 2010	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE PARK, FACILITY, AND RIGHT-OF-WAY USE PERMIT FOR THE USE OF VARIOUS STREETS IN WARREN FOR A HOMECOMING PARADE ON FRIDAY, OCTOBER 1, 2010 FROM 5PM TO 6PM.
DATE ACTION REQUESTED: September 21, 2010	<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: Thomas Klimek, Public Works Director/City Engineer
RECOMMENDATION: Approve the Park, Facility, and Right-of-Way Use Permit for the use of various streets in Warren for a Homecoming Parade on Friday, October 1, 2010 from 5pm to 6pm.
PROPOSED MOTION: I move to approve the Park, Facility, and Right-of-Way Use Permit for the use of various streets in Warren for a Homecoming Parade on Friday, October 1, 2010 from 5pm to 6pm.

DISCUSSION: Dante Franco, a Bisbee High School representative, has submitted a Park, Facility, and Right-of-Way Use Permit for a Homecoming Parade in Warren on Friday, October 1, 2010 from 5:00PM to 6:00PM. The parade route begins on Cole Avenue in front of Greenway School, continues onto Bisbee Rd toward Ruppe, and ends at the Warren Ballpark. No additional officers or units are required. The \$50 permit fee and the \$50 deposit have been paid. A copy of the Certificate of Liability insurance has been obtained.

FISCAL IMPACT: \$50 Permit Fee
DEPARTMENT LINE ITEM ACCOUNT: 10-32-10650
BALANCE IN LINE ITEM :

Prepared by:

 Caroline Gonzales, Events & Recreation Coordinator

Reviewed by:

 Stephen J. Paulsen, City Manager

Permit No.

51-10

**CITY OF BISBEE
PARK, FACILITY AND RIGHT-OF-WAY USE PERMIT**

(This permit must be approved by City Council and/or by Parks staff prior to the event)

Permit must be submitted to and approved by the City Council prior to the event. City Council meetings are the first and third Tuesday of each month. **Please note:** your permit application must be submitted to the Public Works / Parks & Recreation Department at least four weeks prior to the next scheduled City Council meeting (before your scheduled event) in order for it to be on the City Council's meeting agenda. If the applicant is proposing to sell liquor at the proposed event, the applicant should allow an additional 10 days for processing of the required State "Special Liquor License." **Also:** As per section 11.2.9 paragraph G – "All permittees shall be responsible for returning the park, recreational facility or public right-of-way to the same condition in which it existed upon issuance of the permit. If this responsibility is not met, the permittee will be charged at a rate set forth by the City staff and approved by the Mayor and Council".

Refer to Section 11.2.9 – "Park and Facility Use" of the City Code for requirements regarding use of City parks and facilities (a copy of the City Code is available at www.cityofbisbee.com, City Hall, or the Copper Queen Library)

If you have any questions regarding this permit application, please contact Caroline Gonzales, Public Works at 432-6004 or cgonzales@cityofbisbee.com

APPLICANT INFORMATION

1). Applicant Name: Lisa Holland B.H.S. Date: 8-24-10

2). Organization Name: BISBEE High School Student Council

3). Mailing Address: 100 Old Douglas Rd. Bisbee, AZ. 85603

Phone #: 432-5714 Contact name and phone # during event Dante Franco 249-1428

4). Name and complete description of activity planned (attached separate letter to include breakdown of event activities and details if more than one activity or if more space is needed).

Homecoming Parade from Greenway School → Bisbee Rd. → to
eastern entrance of Warron Ball Park on Arizona St.

5). Approximate Number of Participants and/or Spectators: 150 ?

6). Requested Location of Event: See parade route #4

7). Date(s) of Event: ~~9-12-10~~ 10-1-10

8). Hours of Event: 5:00 p.m. - 6:00 p.m. Parade starts at 5:30

(9) Hours of Reservation (with set-up and breakdown) 5-6 p.m.

10). Request Consumption of Alcohol: _____ Yes No

11). Request Sales of Alcohol: _____ Yes No

SERVICES REQUESTED FROM THE CITY OF BISBEE

(Provide letter with all services that are needed with details of times and locations. City may require services depending on nature of event) See attached service rate sheet.

- \$ _____ General Electricity access \$10, Band Shell Access \$50: for _____
- \$ _____ Water access \$10: for _____
- \$ _____ Beer Permit (non-commercial permits only) \$10
- \$ 0 Police (escorts, security, road closures, redirecting of traffic): for Escort, road closure, re directing of traffic, security? (by resource officer & on duty officers)
- \$ _____ Park/Public Works staff (example: posting closures of streets/parking, access to facility/band shell/restrooms, etc): _____
- \$ _____ Other – any additional requests made by applicant or any other conditions set by the City Council, City Code, ordinance or resolution.

CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE:

- \$25 non-commercial or \$50 commercial permit fee paid before permit is processed.
- \$50.00 refundable deposit paid before permit is processed (if a check is issued, must be written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.
- Fees for above service requests in the amount of \$ 0 before permit is processed or event can take place.
- Business License / Special Event License Fee of \$32.50 paid before permit is processed– where there is a promoter sub-letting booth space to vendors, the promoter will pay a fee of \$32.50. and \$4.00 per vendor per day. The promoter is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promoter and all vendors via their State tax forms.
- Vendor Fee of \$4.00 per vendor, per day (must be submitted prior to the event).
- Certificate of insurance required showing City of Bisbee as additional insured - \$1,000,000 minimum for high risk functions.
- County Health Department Food Permit must be attached if serving food or having food vendors. The Health Department can be contacted at 520- 432-9472 for more information (This is not a food handler’s certificate)
- Special Event Liquor License Application submitted to the City Clerks office- required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Tucson office). The sale of or consumption of alcoholic beverages must be approved by the City Council.
- Copy of flyers or promotional material associated with this event.

APPLICANT CERTIFICATION:

ANY PERSON VIOLATING ANY PROVISION OF THIS ARTICLE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, SHALL BE PUNISHABLE BY A FINE OF NOT LESS THEN FIFTY DOLLARS NO MORE THAN FIVE HUNDRED DOLLARS.

I, Lisa Hollander, certify that I am authorized to sign this agreement and agree to abide by the conditions set forth herein and in the City Code.

[Signature]
Signature of Applicant/Authorized Party

8/27/10
Date

HOLD HARMLESS AGREEMENT

Please print or type:

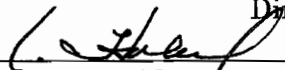
In consideration of any services rendered and the use of the City of Bisbee facilities or Right-of-Way during the (print event) BHS Homecoming Parade event the period from (date & time)

9-17-10 5:30 to 9-17-10 Finish 6:00?, the permittee Lisa Holland agrees to the following:

1. That the permittee shall defend, indemnify and save harmless the City of Bisbee, its officers, employees, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description arising by reason of any act or omission of the permittee, his agent(s), employees or participants during the event or in consequence of any negligence or carelessness regarding the same.

If Permittee is required to provide insurance:

2. The Permittee's insurance shall be primary.
3. The City of Bisbee shall be named as an additional insured on the permittee's liability insurance coverage for the referenced event, and the Hold Harmless Agreement be endorsed onto said insurance policy.
4. Said liability insurance shall be in an amount no less than \$1,000,000.00 per occurrence.
5. Said insurance shall not be canceled or expire during the term of the event unless a minimum of ten (10) days written notice is given to the Finance Director of the City of Bisbee.


Signature of Permittee or Authorized Representative

Lisa Holland
Print Name

8-24-10
Date

COUNCIL ACTION:		
Recommended to:	Approve: _____	Deny: _____
With conditions as noted: _____		

_____	_____	_____
Mayor's Signature		Date

ARIZONA SCHOOL RISK RETENTION TRUST, INC.

VERIFICATION OF COVERAGE

ISSUE DATE: SEPTEMBER 9, 2010

AGREEMENT NO.: 26

DISTRICT:

BISBEE UNIFIED SCHOOL DISTRICT NO. 2
 100 OLD DOUGLAS RD.
 BISBEE, AZ 85603
 MR. TONY ZURAFF
 BUSINESS MANAGER

ARIZONA SCHOOL RISK RETENTION TRUST, INC.
 333 EAST OSBORN ROAD SUITE 300
 PHOENIX, ARIZONA 85012
 PHONE: (602) 266-4911
 FAX: (602) 266-7754

THIS VERIFICATION OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS VERIFICATION DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED. THIS VERIFICATION IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE DISTRICT FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS VERIFICATION MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE.

TYPE OF COVERAGE	LOCATION/DESCRIPTION	LIMIT OF COVERAGE
AUTOMOBILE PHYSICAL DAMAGE		
ALL RISK PROPERTY		
COURSE OF CONSTRUCTION		

TYPE OF COVERAGE	LIMIT OF LIABILITY
COMPREHENSIVE GENERAL AND AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE
OTHER	

DESCRIPTION OF OPERATIONS, PERIOD AND CONDITIONS TO WHICH THIS COVERAGE APPLIES:
 (NOTE: ALL COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND DEDUCTIBLES CONTAINED IN THE AGREEMENT BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.)

AGREEMENT NO.: 26

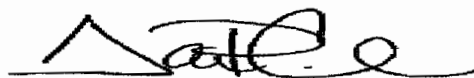
AGREEMENT PERIOD: 7/1/2010 UNTIL CANCELLED

THIS VERIFICATION IS TO PROVIDE EVIDENCE THAT COVERAGE IS MAINTAINED IN FULL FORCE AND EFFECT FOR BISBEE UNIFIED SCHOOL DISTRICT NO. 2 AS RESPECTS HOMECOMING PARADE ON OCTOBER 1, 2010. PURSUANT TO THE PARK, FACILITY AND RIGHT OF WAY USE PERMIT, CITY OF BISBEE IS/ARE ADDED AS AN ADDITIONAL COVERED PARTY(IES) TO APPENDIX A.1, ITEM 2., COVERAGE A., BODILY INJURY AND/OR PROPERTY DAMAGE LIABILITY TO THE AGREEMENT NO. 26 BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ARIZONA SCHOOL RISK RETENTION TRUST, INC. WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE TRUST, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:

CITY OF BISBEE
 118 ARIZONA STREET
 BISBEE, AZ 85603
 ATTN: OFFICE MANAGER



9/9/2010

AARON GENARO
 FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.

ARIZONA SCHOOL RISK RETENTION TRUST, INC.

ENDORSEMENT 2010-08

THIS ENDORSEMENT, EFFECTIVE OCTOBER 1, 2010 AT 12:01 A.M. STANDARD TIME WILL REMAIN IN FORCE UNTIL CANCELLED. THIS ENDORSEMENT FORMS PART OF COVERAGE AGREEMENT NO. 26 BETWEEN BISBEE UNIFIED SCHOOL DISTRICT NO. 2 AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED, TO THE EXTENT ESTABLISHED BY THE TERMS OF THE PARK, FACILITY AND RIGHT OF WAY USE PERMIT, AS ADDITIONAL COVERED PARTY(IES) WITH RESPECT TO APPENDIX A.1, ITEM 2, COVERAGE A, BODILY INJURY AND/OR PROPERTY DAMAGE LIABILITY:

CITY OF BISBEE

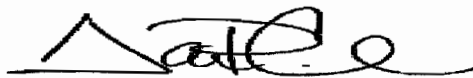
LIMITS OF LIABILITY:

\$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE

DESCRIPTION OF OPERATIONS/PROPERTY TO WHICH THIS COVERAGE APPLIES:

AS RESPECTS HOMECOMING PARADE ON OCTOBER 1, 2010.

THIS COVERAGE, WITH RESPECT TO SUCH PERSON OR ORGANIZATION, SHALL NOT EXCEED THE TERMS, CONDITIONS AND AMOUNT FOR WHICH THE DISTRICT HAS CONTRACTED TO PROVIDE, AND IN NO EVENT EXCEED THE COVERAGE AND APPLICABLE LIMITS OF LIABILITY OF APPENDIX A.1 OF THE AGREEMENT BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.



AARON GENARO

FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.



AGENDA ITEM NUMBER 2d

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 15, 2010	TYPE OF ACTION: <u>RESOLUTION</u>	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF THE SPECIAL EVENT LICENSE APPLICATION SUBMITTED BY ST. PATRICK'S CHURCH TO AUTHORIZE THE SALE OF ALCOHOLIC BEVERAGES FOR A FUNDRAISER TO BE HELD IN THE PARISH HALL, 217 OAK AVENUE/HIGGINS HILL ON FRIDAY, OCTOBER 8 TH AND OCTOBER 9 TH , 2010, FROM 11:00 AM TO 10:00 PM; WILLIAM S. ACUÑA, APPLICANT.
DATE ACTION REQUESTED: September 21, 2010	<u>ORDINANCE</u>	
<u>REGULAR</u> <u>X</u> CONSENT	<u>X</u> FORMAL ACTION	
	<u>OTHER:</u>	

TO: Mayor and Council

FROM: Gloria P. Gonzalez, City Clerk

RECOMMENDATION: Recommend Approval of a Special Event Liquor License Application Submitted by St. Patrick's Church.

PROPOSED MOTION: I move to approve a Special Event License Application, submitted by St. Patrick's Church for a fundraiser in the Parish Hall, 217 Oak Avenue / Higgins Hill, on Friday, October 8, 2010 & Saturday, October 9 2010, from 11:00 AM to 10:00 PM; William S. Acuña, Applicant.

DISCUSSION: Mr. William Acuña has submitted a request for approval of a Special Event License Application for a St. Patrick's Church fundraiser to be held in the Parish Hall, 217 Oak Avenue / Higgins Hill on Friday, October 8, 2010 & Saturday, October 9, 2010, from 11:00 AM to 10:00 PM. Mr. Acuña has indicated that one (1) police officer and three (3) security personnel will be present. Bisbee Police Department will give extra patrol to the immediate area. Members of the Knights of Columbus, all of whom are adults with prior police experience, will also provide support and security during the festival.

FISCAL IMPACT: None

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

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name ST. PATRICK CHURCH 100%
Percentage

Address P. O. BOX 164 BISBEE, ARIZONA 85603

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

1 # Police Fencing
3 # Security personnel Barriers

CITY OF BISBEE POLICE DEPT. WILL GIVE XTRA PATROL TO IMMEDIATE AREA

KNIGHTS OF COLUMBUS MEMBERS, ALL ADULTS WITH PRIOR POLICE EXPERIENCE

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

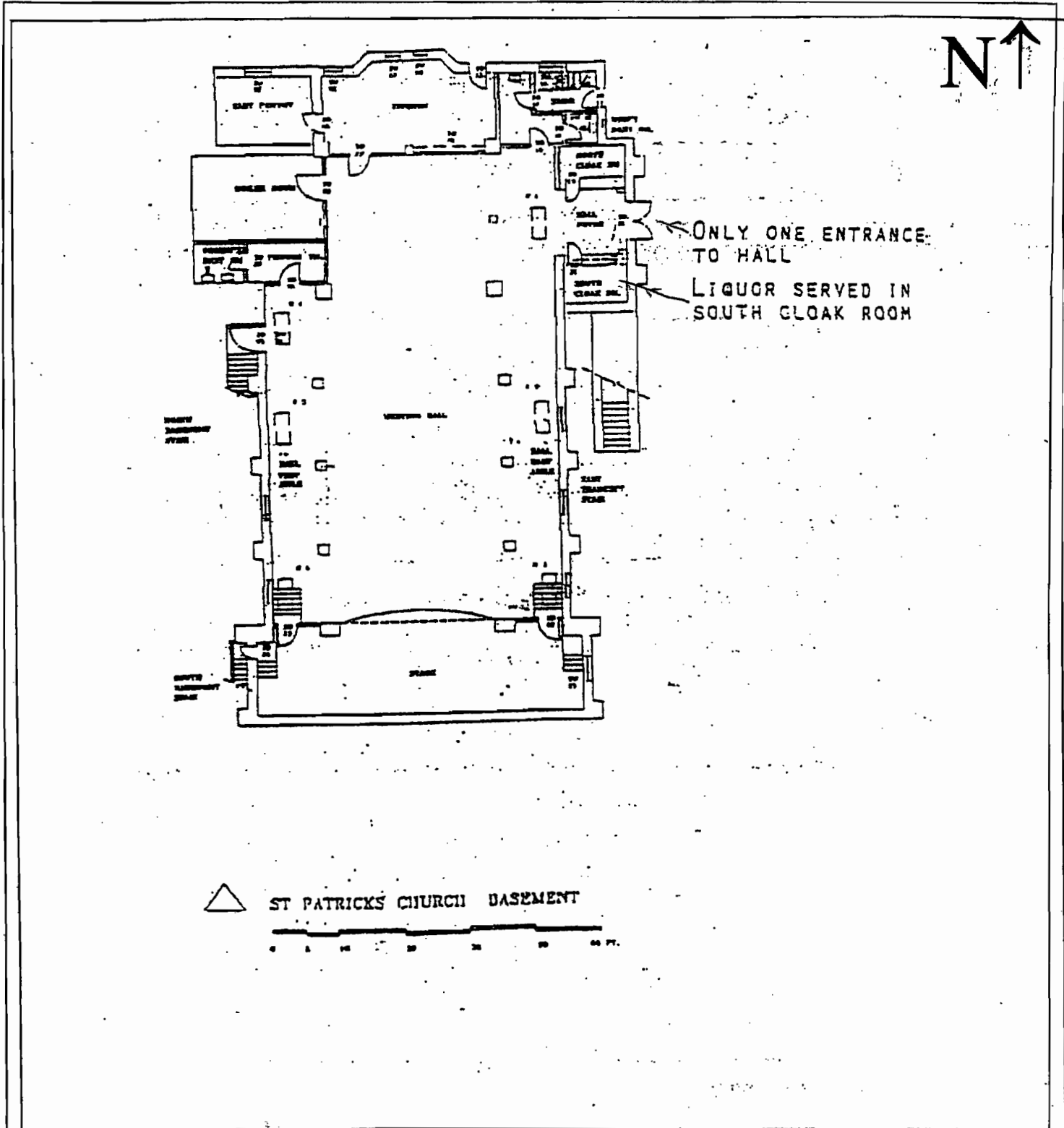
(ATTACH COPY OF AGREEMENT)

Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

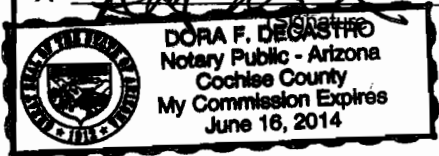
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, ANTHONY UNDERWOOD declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6 to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] ADMINISTRATOR 9/8/10 (520) 432-5753
(Title/Position) (Date) (Phone #)



State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 8th September 2010
Day Month Year

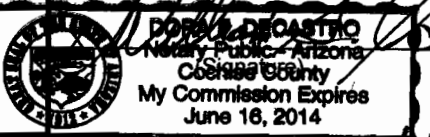
My Commission expires on: 06/16/2014 (Date) [Signature] (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, WILLIAM S. ACUNA declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

State of ARIZONA County of COCHISE

The foregoing instrument was acknowledged before me this 8th September 2010
Day Month Year



My commission expires on: 06/16/2014 (Date) [Signature] (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)



AGENDA ITEM NUMBER 2e

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 15, 2010	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 OF A LIQUOR LICENSE APPLICATION FOR THE BISBEE BEVERAGE LIQUOR & DELI, LOCATED AT 851 HIGHWAY 92, BISBEE, ARIZONA; DEBORAH H. LINDEN, APPLICANT
DATE ACTION REQUESTED: September 21, 2010		
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT		

TO: Mayor and Council
FROM: Gloria P. Gonzalez, City Clerk
RECOMMENDATION: Approve the Liquor License Application for the Bisbee Beverage Liquor & Deli.
PROPOSED MOTION: I move to approve the Liquor License Application for the Bisbee Beverage Liquor & Deli, 851 Highway 92, Bisbee, Arizona; Deborah Linden, Applicant.

DISCUSSION:

Deborah Linden has submitted a Liquor License Application for the Bisbee Beverage Liquor & Deli, Liquor License # 06020032, located at 851 Highway 92, Bisbee, Arizona. This application was posted in accordance with state and local laws. Staff is not aware of or has received any communication from any member of the public that either supports or opposes this application.

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:
Stephen J. Paulsen
Stephen J. Paulsen, City Manager

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH **BLACK INK**

Notice: Effective Nov. 1, 1997, **All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business** must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 06020032

1. Type of License: 6 2. Total fees attached: \$ Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Ms. LINDEN Deborah J D
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: DULANS JTWRQS B1044597
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: Bisbee BEVERAGE LIQUOR & DELI B 1023534
(Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 85T HWAY 92 Bisbee Cochise 85603
(Do not use PO Box Number) City County Zip
- 5. Business Phone: 520-432-4435 Daytime Contact: 520-432-4435
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: 315 MILL Rd Bisbee AZ 85603
City State Zip
- 8. Enter the amount paid for a bar, beer and wine, or liquor store licenses \$ 720,000.00 (Price of License only)

DEPARTMENT USE ONLY

Fees: 2000 Application 480 Interim Permit 480 Agent Change 480 Club 480 Finger Prints \$ 24800
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: DM Date: 8-13-10 Lic. # 06020032

SECTION 5 Interim Permit:

110 4013 13 Jan, 1997 #1 5

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
 Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

DYLAN'S

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>	<i>Linden</i>	<i>Deborah</i>	<i>J</i>	<i>50</i>	<i>315 Mill Road</i>	<i>Bisbee Az 85803</i>
<input type="checkbox"/>	<i>Linden</i>	<i>JACK</i>	<i>E</i>	<i>50</i>	<i>315 Mill Road</i>	<i>Bisbee Az 85803</i>
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**

L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No.: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: Peck Walter L Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: High Desert Dining Inc
(Exactly as it appears on license)
- 3. Current Business Name: Singletree Restaurant and Lounge
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 1100 Irene St
City, State, Zip Pearce AZ 85625
- 5. License Type: 06/Bar License Number: 06020032
- 6. Current Mailing Address: Street 1033 Irene St
(Other than business) City, State, Zip Pearce AZ 85625
- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, Walter L Peck, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Walter L Peck, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X [Signature]
(Signature of CURRENT LICENSEE)

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this

22 day of July 2010
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: 020511



SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: Name SINGLE TREE Restaurant & LOUNGE
 (Exactly as it appears on license) Address 1100 FRENE ST. POARCE, AZ. 85625
2. New Business: Name Dylan's
 (Physical Street Location) Address 851 A HIWAY 92 Bisbee, AZ 85603
3. License Type: 6 License Number: 06020032
4. What date do you plan to move? 09-30-2010 What date do you plan to open? 09-30-2010

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1130 ft. Name of school Cobre de Sol Head Start
 Address 951 Head Start Way Bisbee AZ 85603
City, State, Zip
2. Distance to nearest church: 2825 ft. Name of church First Baptist Church
 Address 1173 Highway 92 Bisbee AZ 85603
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
 Address _____
City, State, Zip
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
 Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 09020005 (exactly as it appears on license) Name Bishop Beverage Liquor & Deli

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

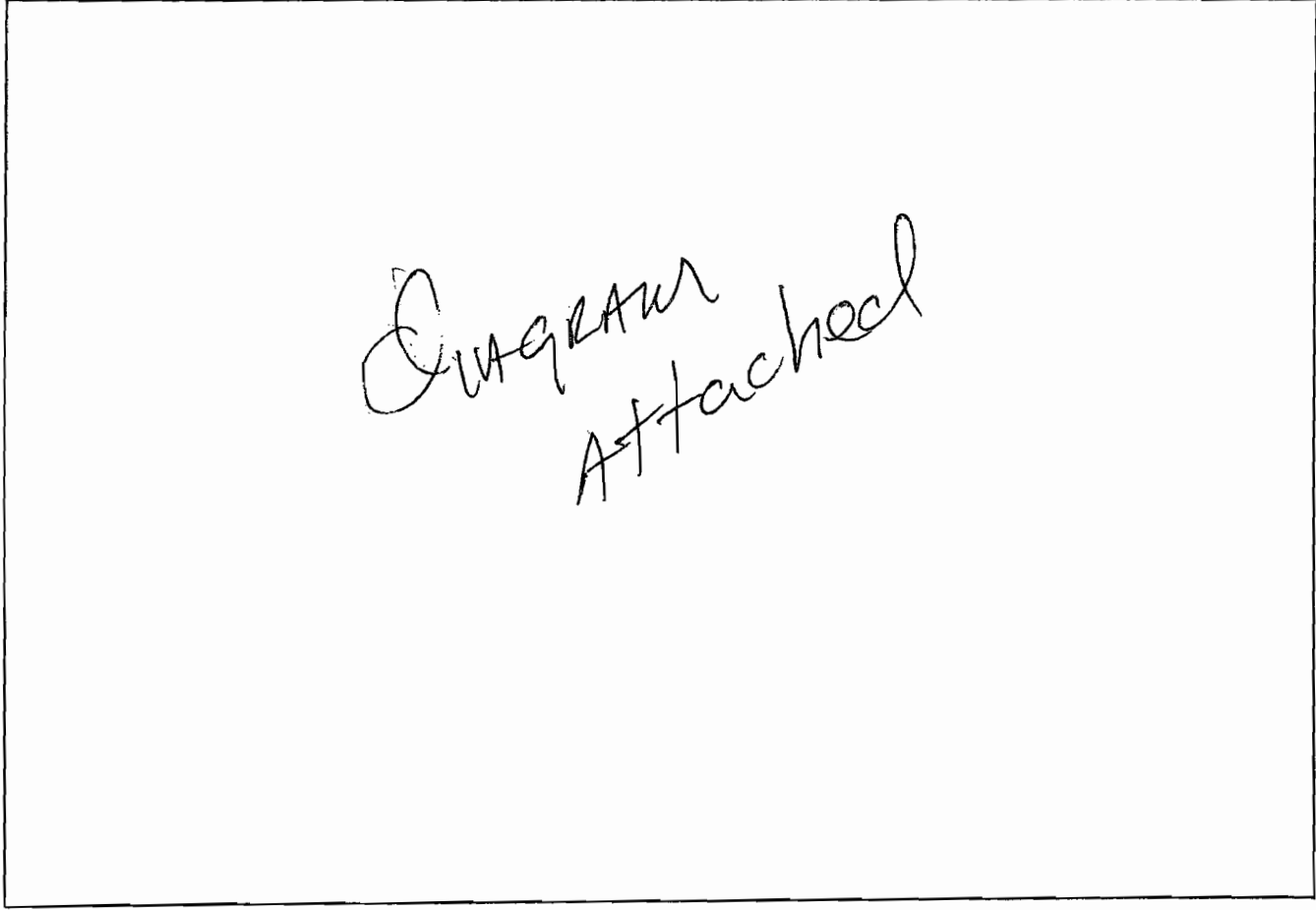
- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

DJR
applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Deborah Jo Linden, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

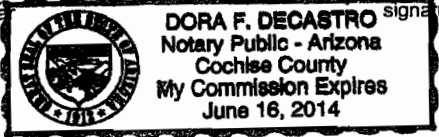
Deborah Jo Linden
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 28th of July, 2010

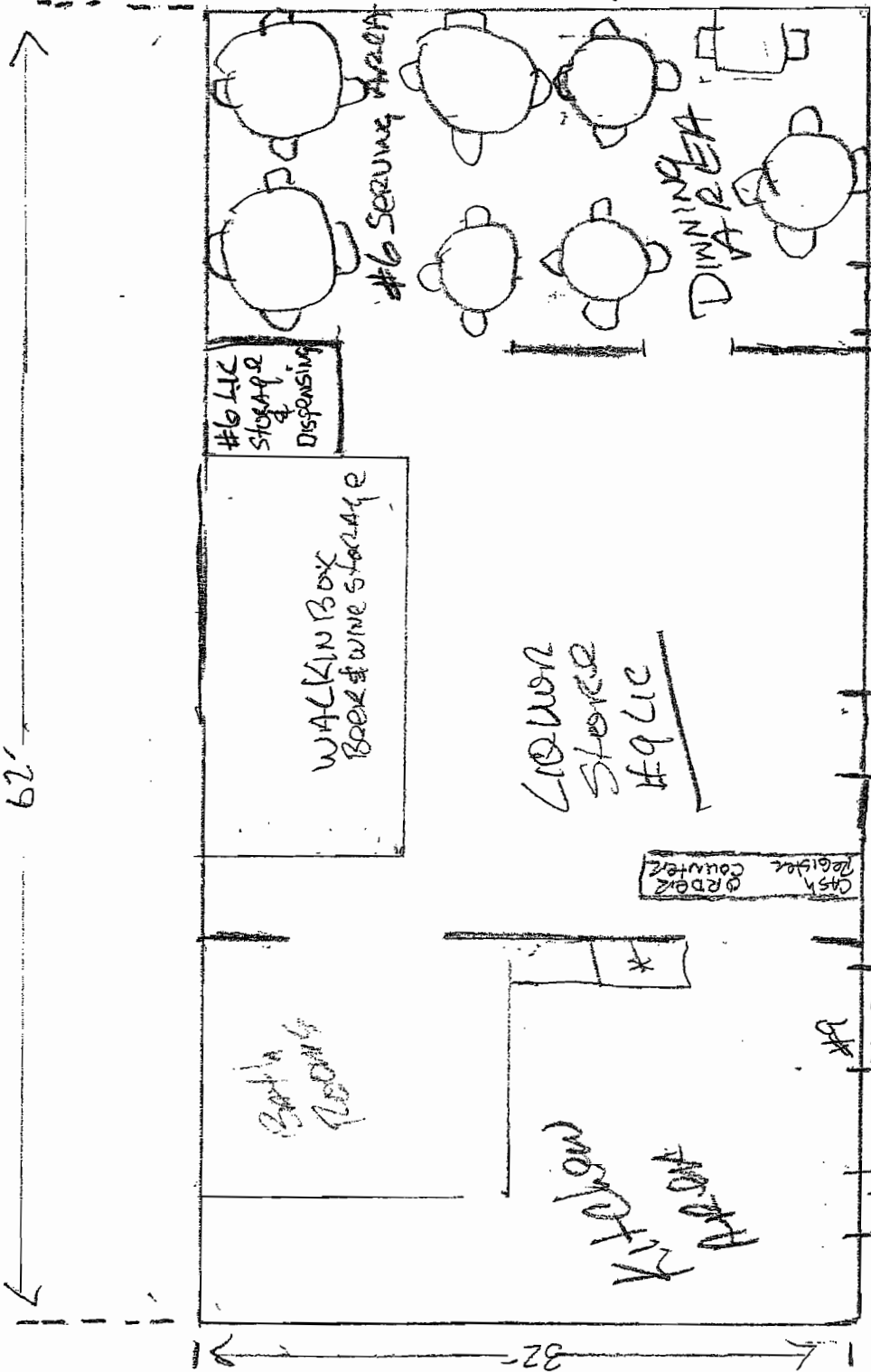
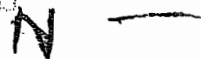
Dora F. Decastro
Day Month Year

My commission expires on : 06/16/2014
Day Month Year



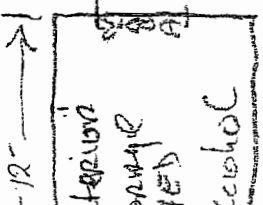
signature of NOTARY PUBLIC

10 AUG 13 Wed, Lic. #11153

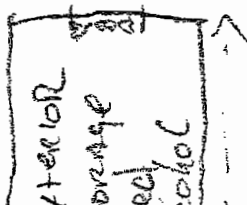


3

29



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11

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

REDACTED

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

BE COMPLETED BY EACH CONTROLLING PERSON, AGENT OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Additional fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

06020032

(If the location is currently licensed)

Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete All Questions except # 14, 14a & 21) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

Name: LINDEN JACK EUGENE Date of Birth: [REDACTED]
Last First Middle (NOT a public record)

Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ
(NOT a public record) (NOT a public record)

Place of Birth: Pomona Calif USA Height: 5'10" Weight: 195 Eyes: BRO Hair: BRN
City State Country (not county)

Marital Status Single Married Divorced Widowed Daytime Contact Phone: 520-432-4435

Name of Current or Most Recent Spouse: Debra LINDEN Debrah J Meadows Date of Birth: [REDACTED]
Last First Middle Maiden (NOT a public record)

You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 02-01-1977

Telephone number to contact you during business hours for any questions regarding this document. 520-432-4435

If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

Name of Licensed Premises: Dylan's Premises Phone: 520-432-4435

Physical Location of Licensed Premises Address: 301 Highway 92 Bisbee Cochise 85603
Street Address (Do not use PO Box #) City County Zip

List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
07/01/2001	CURRENT	Self Employed	Bisbee Beverage 301 Highway 92 Bisbee AZ 85603

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
03/1981	CURRENT	OWN	315 Mill Rd Bisbee AZ	Bisbee	AZ	85603

Currently own Bisbee Beverage
Cafe & Deli 301 Highway 92,
Bisbee AZ. 85603 AZ Lic #09020005

Jack E. Linder
08-13-2010

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

REDACTED

QUESTIONNAIRE

*PH 060333
D 1035654*

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.
The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

06020032
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager
Controlling Person or Agent must complete # 21

2. Name: LINDEN Deborah JD Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: SAN Diego CA. USA Height: 5'6" Weight: 155 Eyes: BRN Hair: BRN
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 520-432-4435

6. Name of Current or Most Recent Spouse: LINDEN JACK EUGENE Date of Birth: [REDACTED]
List all for last 5 years - Use additional sheet if necessary Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 02-28-1977

8. Telephone number to contact you during business hours for any questions regarding this document. 520-432-4435

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Singletree Restaurant & Lounge Premises Phone: 520-826-3950

11. Physical Location of Licensed Premises Address: 1100 IRENE ST PEARCE Cochise 85625
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
07/01/2001	CURRENT	Self Employed	Bisbee Beverage & Deli 301 Highway 92 Bisbee AZ 85603

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

3. Indicate your residence address for the last five (5) years: ↓

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
03/01/83	CURRENT	OWN	315 Mill Rd Bisbee, AZ 85603	Bisbee	AZ	85603

if you checked the Manager box on the front of this form skip to #15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
 If you answered YES, how many hrs/day? 10hr, and answer #14a below. If NO, skip to #15. YES NO

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Deborah Jo Linden, hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

Deborah Jo Linden
 (Signature of Applicant)

State of Arizona County of Cochise

My commission expires on: 06/16/2014
 Day Month Year

Dora F. Decastro
 (Signature of NOTARY PUBLIC)

Notary Public - Arizona
 Cochise County
 My Commission Expires June 16, 2014

The foregoing instrument was acknowledged before me this July day of 2010
 Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

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

X _____
 Signature of Controlling Person or Agent (circle one)

 Print Name

 (Signature of NOTARY PUBLIC)

My commission expires on: _____
 Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

REDACTED

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with **BLACK INK**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN APPLICANT TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLS. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLS. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.
The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

06070032

(If the location is currently licensed)

Check appropriate box → Controlling Person Agent Manager (Only)
(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

Name: LINDEN DEBORAH JO Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

Social Security Number: _____ Drivers License #: _____ State: _____
(NOT a public record) (NOT a public record)

Place of Birth: _____ Height: _____ Weight: _____ Eyes: _____ Hair: _____
City State Country (not county)

Marital Status Single Married Divorced Widowed Daytime Contact Phone: _____

Name of Current or Most Recent Spouse: _____ Date of Birth: ____/____/____
Last First Middle Maiden (NOT a public record)

You are a bona fide resident of what state? _____ If Arizona, date of residency: _____

Telephone number to contact you during business hours for any questions regarding this document. _____

If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

Name of Licensed Premises: DYLAN'S Premises Phone: _____

Physical Location of Licensed Premises Address: 301 Hwy 92 Bisbee Cochise 85603
Street Address (Do not use PO Box #) City County Zip

List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
	CURRENT					

#19 My Husband, JACK E. LINDEN,
AND I OWN Bisbee Beverage Licensed Deli
851 Hwy 92, Bisbee Arizona,
Lic # 0902005, Licensed 2001.

Deborah Lindin 07/26/2000



**ARIZONA STATEMENT OF CITIZENSHIP
AND ALIEN STATUS FOR STATE PUBLIC BENEFITS**

**Professional License and Commercial License
Department of Liquor Licenses and Control**

Liquor License #: 06020032

Ownership Name: PECK, WALTER
(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Deborah Jo LINDEN DATE 7/22/10

TYPE OF APPLICATION (check one) INITIAL APPLICATION RENEWAL

TYPE OF LICENSE 06

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: US PASSPORT

A. Are you a citizen or national of the United States? (check one) Yes No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City SAN DIEGO State (or equivalent) CALIFORNIA Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

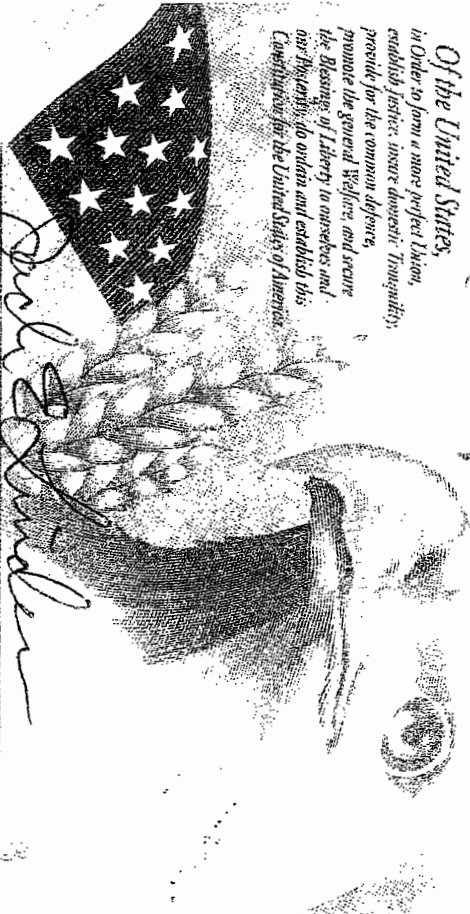

APPLICANT'S SIGNATURE

7/26/10
TODAY'S DATE

REDACTED

We the People

In Order to form a more perfect Union, establish Justice, insure domestic Tranquility, promote the general Welfare, and secure the Blessing of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

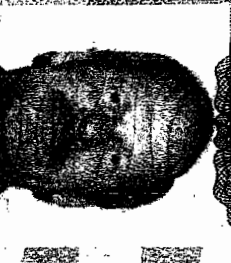


SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

Jack Lindén

UNITED STATES OF AMERICA

PASSEPORT
PASAPORTE



Surname / Nom / Apellido
LINDEN
Given Names / Prénoms / Nombres
JACK EUGENE
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of Birth / Date de naissance / Fecha de nacimiento
[REDACTED]

Sex / Sexe / Sexo
M

Place of Birth / Lieu de naissance / Lugar de nacimiento
CALIFORNIA, U.S.A.
Date of Issue / Date de délivrance / Fecha de expedición
11 Jan 2009
Date of Expiration / Date d'expiration / Fecha de caducidad
10 Jun 2019

Authority / Autorité / Autoridad
United States Department of State

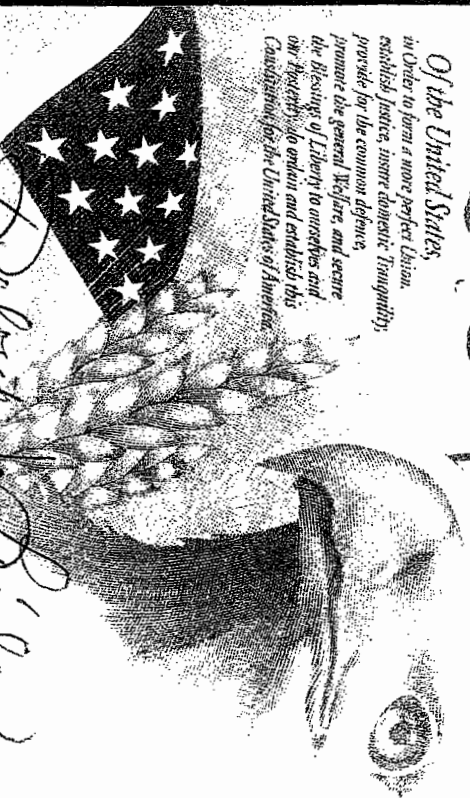
USA

SEE PAGE 27

REDACTED

We the People

In Order to form a more perfect Union, establish Justice, insure domestic Tranquility, promote the general Welfare, and secure the Blessing of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

Deborah Jo Lindén

UNITED STATES OF AMERICA

PASSEPORT
PASAPORTE



Surname / Nom / Apellido
LINDEN
Given Names / Prénoms / Nombres
DEBORAH JO
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of Birth / Date de naissance / Fecha de nacimiento
[REDACTED]

Sex / Sexe / Sexo
F

Place of Birth / Lieu de naissance / Lugar de nacimiento
CALIFORNIA, U.S.A.
Date of Issue / Date de délivrance / Fecha de expedición
14 Jun 2009
Date of Expiration / Date d'expiration / Fecha de caducidad
10 Jun 2019

Authority / Autorité / Autoridad
United States Department of State

USA

SEE PAGE 27

57193

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

DEBORAH J LINDON

Full Name (please print)

Deborah J Lindon
Signature

JULY 22, 2010

Training Completion Date

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

If Trainee Is Employed By A Licensee

BISBEE BEVERAGE

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

Phoenix

AZ

85012

(602) 285-1396

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

BILL WEIGELE

Name of Trainer (please print)

Bill Weigle

Trainer Signature

7-22-10

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

JACKIE E. LINDON

Full Name (please print)

Jackie E. Lindon

Signature

JULY 22, 2010

Training Completion Date

Type of Training Completed (check Yes or No)

Yes

No

BASIC

Yes

No

ON SALE

Yes

No

MANAGEMENT

Yes

No

OFF SALE

Yes

No

BOTH

Yes

No

OTHER

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

If Trainee Is Employed By A Licensee

Name of Licensee

BISBEE BEVERAGE

Business Name

Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

Phoenix

AZ

85012

(602) 285-1396

City

State

Zip

Daytime Contact Phone #

certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

BILL WEIGELE

Name of Trainer (please print)

Bill Weigele

Trainer Signature

7-22-10

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT and Bill of Sale from Bobby Cook, as "Sellers" and Deborah Jo Linden, as "Buyers"

WITNESSETH THAT:

WHEREAS, Sellers and Buyers have entered into that certain Purchase Contract dated July 22, 2010, pursuant to which the Sellers have agreed to sell to Buyer and Buyer has agreed to purchase from Sellers Liquor License No. 06020032.

Pursuant to the terms and conditions of the Purchase Contract, Seller(s) for the valuable consideration to it in hand paid by Buyer, the receipt, adequacy and sufficiency of which are hereby acknowledged, do hereby sell, assign and transfer unto Buyer, its successors and assigns, the following described assets and property of the Sellers:

- (1) Liquor License No. 06020032

Sellers reaffirm the warranties and representations, subject to the limitations thereto, in the Purchase Contract with respect to the above assets. This Assignment and Bill of Sale is made subject to all terms and conditions of the Purchase Contract. This Bill of Sale shall be effective for all purposes as of August 9, 2010.

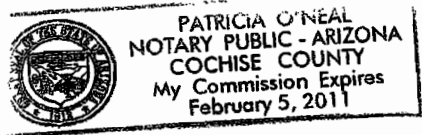
IN WITNESS WHEREOF, Sellers have executed this Assignment and Bill of Sale on the 6th day of August, 2010.

Bobby Cook
 Bobby Cook

Cochise
 STATE OF ARIZONA, ~~PIMA~~ COCHISE COUNTY ss:

The foregoing instrument was acknowledged before me this 6th day of August, 2010, by Bobby Cook.

Patricia O'Neal
 Notary Public



10 AUG 13 11:04 AM '56

The address of Mr. Cook, (the buyer), is:

Bobby L Cook

2007 APR 10 P 12: 18

Box 52

Pearce AZ 85625

LIO. DEPT. TUCSON

Bill of Sale

2007 APR 10 P 12:17

**In exchange for the sum of \$15,000, I Walter L
Peck hereby sell transfer and convey to Bobby L
Cook, the Arizona Type 6 liquor license
#06020032.**

Dated: 4-3-07

Witness: Brenda G. Leon

Signed: [Signature]

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: August 19th, 2010

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Mayor's Council Regular Session,

City Hall Council Chambers

PLACE #18 Arizona St. Bisbee Az 85703 DATE/TIME September 21st, 2010 AT 7:00pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: City Clerk, 520.432.6012

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT

THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY:

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 9/14/2010	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF ENTERING INTO AN AGREEMENT WITH MARSH CONTRACTING, INC. FOR CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S FIRE STATION NO. 81 FLOOD DAMAGE REPAIRS AND TO ENTER IN AN AGREEMENT WITH ALBERT N. HOPPER, JR. FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE CITY'S FIRE STATION NO. 81 FLOOD DAMAGE REPAIRS.
DATE ACTION REQUESTED: 9/21/2010	<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: Thomas J. Klimek, P.E., R.L.S., Public Works Director

RECOMMENDATION: Approve authorization to enter into agreements with Marsh Development, Inc. in the amount of \$23,316.00 and Albert N. Hopper, Jr., in the amount of \$1,500.00 for services in connection with the City's Fire Station No. 81 flood damage repairs.

PROPOSED MOTION:
I move to approve the authorization to enter into agreements with Marsh Development, Inc. in the amount of \$23,316.00 and Albert N. Hopper, Jr., in the amount of \$1,500.00 for services in connection with the City's Fire Station No. 81 flood damage repairs.

DISCUSSION:
The City's Firestation No. 81 experienced flood damage as a result of a failed embankment on June 28, 2009. Freeport-McMoRan Copper & Gold, Inc. (FMI) will bear all costs and will pay contractors directly, with copies of proof of payment provided to the City. Both agreements will be approved by the City and FMI. Agreements are attached.

FISCAL IMPACT: 0

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

Thomas J. Klimek, Public Works Director

Reviewed by:

Stephen J. Pauken, City Manager

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE CITY OF BISBEE
AND
MARSH DEVELOPMENT, INC.**

THIS CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made as of _____, 2010, between the CITY OF BISBEE, an Arizona municipal corporation (the "City") and Marsh Development, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. Pursuant to the City's procurement procedures, the City issued an Invitation for Bids (the "IFB") seeking bids from contractors for construction services in connection with the City's Fire Station No. 81 Flood Damage Repairs (the "Project").

B. The Contractor responded to the IFB, and the City desires to enter into an Agreement with the Contractor to provide the services required for the Project (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until project completion which is estimated at 45 calendar days.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Inspection, Safety and Compliance. Contractor must inform itself fully of the conditions relating to the Services and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Agreement. Insofar as possible the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed the Agreement and is not relying on any opinions or representations of City.

4. Compensation. The City shall pay Contractor a price not to exceed Twenty-Three Thousand Three Hundred Sixteen Dollars (\$23, 316.00) for the Services.

5. Payments. Contractor shall be paid monthly, based upon work performed and completed to date, and upon submission and approval of invoices subject to a ten percent (10%) retention by the City in order to ensure the proper performance of this Agreement. Contractor shall be paid directly by Freeport-McMoran Corporation (“Freeport”). The originals of all invoices shall be mailed by Contractor to Freeport at the address indicated below, with copies of such invoices mailed to the City, and all payments based on such invoices be made by Freeport directly to Contractor with copies of proof of payment mailed to the City. All invoices shall include a record of time expended and work performed in sufficient detail to justify payment. Amounts retained by the City under this section will be paid to the Contractor upon final completion and acceptance of the Services provided under this Agreement.

6. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field. All items provided under this Agreement shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during this period, if a defect should occur in any item, that item shall be replaced or repaired at no additional cost to the City except where it may be demonstrated that the defect was caused by misuse and not by faulty workmanship or design.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings)

to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims

arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

13. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Bisbee, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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

14.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

15. Miscellaneous.

15.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements as set forth in Section 1 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and

future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

15.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

15.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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, the Agreement will promptly be physically amended to make such insertion or correction.

15.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

15.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

15.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

15.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

15.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Bisbee 118 Arizona Street Bisbee, Arizona 85603 Facsimile: (520) 432-6069 Attn: Stephen J. Pauken, City Manager
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With copy to: Mark J. Langlitz, Esq.
City Attorney
118 Arizona Street
Bisbee, Arizona 85603
Facsimile: (520) 432-6069

If to Contractor: Marsh Development, Inc.
P.O. Box 502
Sonoita, Arizona 85637
Facsimile: (520) 438-0208
Attn: Norman Munsey

If to Freeport: Freeport-McMoRan Copper and Gold
36 West Highway 92
Bisbee, Arizona 85603
Facsimile: (520) 432-1395
Attn: Mike Jaworski

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

15.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit the City to ensure the Contractor's compliance with the requirements of this Agreement.

15.17 E-verify requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Contractor warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). The Contractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the City may terminate the Agreement. The City retains the legal right to inspect the papers of the Contractor who works on the Agreement to ensure that the Contractor is complying with the above-mentioned warranty.

15.18 Scrutinized Business Operations. To the extent applicable under Ariz. Rev. Stat. Title 35, Articles 7 through 9, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in LAWS 2008 CH. 1 or LAWS 2008 CH. 295, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

15.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work and the Contractor's Proposal, the documents shall govern in the order listed herein.

15.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF BISBEE, an Arizona
municipal corporation

W. J. Porter, Mayor

ATTEST:

Gloria P. Gonzalez, City Clerk

APPROVED AS TO FORM:

Mark J. Langlitz, City Attorney

APPROVED AND AGREED TO:

FREEMORAN CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

“Contractor”

MARSH DEVELOPMENT, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BISBEE
AND
MARSH DEVELOPMENT, INC.**

[Scope of Work]

See following pages.

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BISBEE
AND
MARSH DEVELOPMENT, INC.**

[Scope of Work]

See following pages.

COPY
 12-07-04

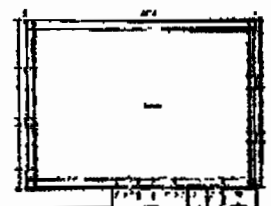
**BID SCHEDULE FOR
 CITY OF BISBEE
 FIRE STATION NO. 81
 FLOOD DAMAGE REPAIRS**



Cell: 520-260-8209
 Fax: 520-438-0208
520-439-4034

www.marsh-development.com
 norman@marsh-development.com
 P.O. Box 802 Sonoita, AZ 85637

Main Level

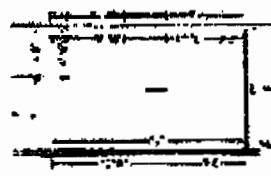


bays		Ceiling Height: 22'	
4553.33 SF Walls		2700.00 SF Ceiling	
7253.33 SF Walls & Ceiling		2700.00 SF Floor	
300.00 SY Flooring		200.00 LF Floor Perimeter	
210.00 LP Ceil. Perimeter			

- Missing Wall: 1 - 5'0" X 6'8" Opens into store Goes to Floor
- Missing Wall: 1 - 5'0" X 6'8" Opens into store Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	PRICE
2. R&R Siding - steel - commercial - High grade	3,415.00 SF	1.464	\$5,002.79
3. R&R Laminated 3" insulation	3,500.00 SF	.953	\$3,336.00

Totals: bays



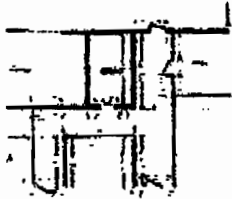
store		Ceiling Height: 8'	
413.33 SF Walls		216.00 SF Ceiling	
629.33 SF Walls & Ceiling		216.00 SF Floor	
24.00 SY Flooring		56.00 LF Floor Perimeter	
60.00 LP Ceil. Perimeter			

- Missing Wall: 1 - 5'0" X 6'8" Opens into bays Goes to Floor
- Missing Wall: 1 - 5'0" X 6'8" Opens into bays Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	PRICE
4. R&R 1/2" drywall - hung, taped, floated, ready for paint	413.33 SF	1.625	\$671.12
5. Paint the walls - two coats	413.33 SF	.998	\$412.50
6. R&R Carpet cove (wall wrap) - 4"	50.00 LF	1.25	\$62.50
46. Contents - move out then reset - Extra large room	1.00 EA	50.89	\$50.89

Totals: store

BID SCHEDULE FOR
CITY OF BISBEE
FIRE STATION NO. 81
FLOOD DAMAGE REPAIRS



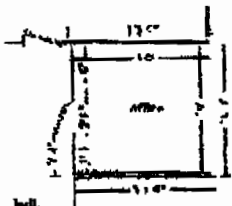
hall

Ceiling Height: 8'

824.00 SF Walls	214.00 SF Ceiling
1038.00 SF Walls & Ceiling	214.00 SF Floor
23.78 SY Flooring	103.00 LF Floor Perimeter
103.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	PRICE
7. R&R Vinyl tile - High grade	214.00 SF	0.95	\$ 203.30
8. R&R 1/2" drywall - hung, taped, floated, ready for paint	412.00 SF	1.62	\$ 667.44
9. R&R Cove base molding - rubber or vinyl, 4" high	103.00 LF	1.25	\$ 128.75
10. Paint the walls - two coats	824.00 SF	0.998	\$ 822.37

Totals: hall



office

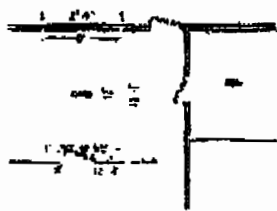
Ceiling Height: 8'

320.00 SF Walls	100.00 SF Ceiling
420.00 SF Walls & Ceiling	100.00 SF Floor
13.11 SY Flooring	40.00 LF Floor Perimeter
40.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	PRICE
11. R&R Vinyl tile - High grade	100.00 SF	0.95	\$ 95.00
12. R&R 1/2" drywall - hung, taped, floated, ready for paint	160.00 SF	1.62	\$ 259.20
13. R&B Cove base molding - rubber or vinyl, 4" high	40.00 LF	1.25	\$ 50.00
14. Paint the walls - two coats	320.00 SF	0.998	\$ 319.68
15. Contents - move out then reset - Extra large room	1.00 EA	50.89	\$ 50.89

Totals: office

BID SCHEDULE FOR
CITY OF BISBEE
FIRE STATION NO. 81
FLOOD DAMAGE REPAIRS



bath

Ceiling Height: 8'

288.00 SF Walls	72.00 SF Ceiling
360.00 SF Walls & Ceiling	72.00 SF Floor
8.00 SY Flooring	36.00 LF Floor Perimeter
36.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	PRICE
44. Remove Vinyl floor covering (sheet goods) - High grade	72.00 SF	.75	\$ 54.00
15. Vinyl floor covering (sheet goods) - High grade	82.80 SF	6.60	\$ 551.99
15 % waste added for Vinyl floor covering (sheet goods) - High grade.		1.50	\$ 82.79
16. R&R Cove base molding - rubber or vinyl, 4" high	36.00 LF	1.25	\$ 45.00

Totals: bath



Hall 2

Ceiling Height: 8'

562.89 SF Walls	160.00 SF Ceiling
722.89 SF Walls & Ceiling	160.00 SF Floor
17.78 SY Flooring	66.83 LF Floor Perimeter
88.00 LF Ceil. Perimeter	

Missing Wall:	1-	3'0" X 6'8"	Opens into bed	Goes to Floor
Missing Wall:	1-	3'1" X 6'8"	Opens into bed1	Goes to Floor
Missing Wall:	1-	3'0" X 6'8"	Opens into bed2	Goes to Floor
Missing Wall:	1-	3'0" X 6'8"	Opens into bed3	Goes to Floor
Missing Wall:	1-	3'0" X 6'8"	Opens into bed4	Goes to Floor
Missing Wall:	1-	3'1" X 6'8"	Opens into bed6	Goes to Floor
Missing Wall:	1-	3'0" X 6'8"	Opens into bed5	Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	PRICE
17. R&R 1/2" drywall - hung, taped, floated, ready for paint	281.44 SF	1.629	\$ 457.74
18. R&R Cove base molding - rubber or vinyl, 4" high	66.83 LF	1.25	\$ 83.53
19. Paint the walls - two coats	562.89 SF	.999	\$ 562.32
36. Remove Glue down carpet - Commercial grade	160.00 SF	.75	\$ 120.00

**BID SCHEDULE FOR
CITY OF BISBEE
FIRE STATION NO. 81
FLOOD DAMAGE REPAIRS**



CONTINUED - hall 2

DESCRIPTION	QUANTITY	UNIT COST	PRICE
20. Glue down carpet - Commercial grade	184.00 SF	10.00	1840.00
15 % waste added for Glue down carpet - Commercial grade.		15%	276.06
Totals: hall 2			



bed		Ceiling Height: 8'
204.00 SF Walls	49.00 SF Ceiling	
253.00 SF Walls & Ceiling	49.00 SF Floor	
5.44 SY Flooring	25.00 LF Floor Perimeter	
28.00 LF Ceil. Perimeter		

Missing Wall: 1 - 3'0" X 6'8" Opens into hall 2 Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	PRICE
21. R&R Cove base molding - rubber or vinyl, 4" high	25.00 LF	1.25	\$ 31.25
37 Remove Glue down carpet - Commercial grade	49.00 SF	0.75	\$ 36.75
23 Glue down carpet - Commercial grade	56.35 SF	10.00	\$ 563.50
15 % waste added for Glue down carpet - Commercial grade.		15%	\$ 84.50
47. Contents - move out then reset	1.00 EA	50.89	\$ 50.89
Totals: bed			



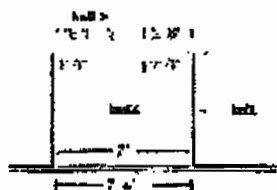
bed1		Ceiling Height: 8'
203.44 SF Walls	49.00 SF Ceiling	
252.44 SF Walls & Ceiling	49.00 SF Floor	
5.44 SY Flooring	24.92 LF Floor Perimeter	
28.00 LF Ceil. Perimeter		

Missing Wall: 1 - 3'1" X 6'8" Opens into hall 2 Goes to Floor

**BID SCHEDULE FOR
CITY OF BISBEE
FIRE STATION NO. 81
FLOOD DAMAGE REPAIRS**



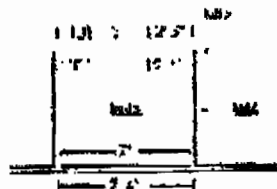
DESCRIPTION	QUANTITY	UNIT COST	PRICE
24. R&R Cove base molding - rubber or vinyl, 4" high	24.92 LF	1.25	\$ 31.15
38. Remove Glue down carpet - Commercial grade	49.00 SF	.75	\$ 36.75
25. Glue down carpet - Commercial grade	56.35 SF	10.00	\$ 563.50
15% waste added for Glue down carpet - Commercial grade		15%	\$ 84.52
48. Contents - move out then reset	1.00 EA	50.89	\$ 50.89
Totals: bed1			



bed2		Ceiling Height: 8'
204.00 SF Walls	49.00 SF Ceiling	
253.00 SF Walls & Ceiling	49.00 SF Floor	
5.44 SY Flooring	25.00 LF Floor Perimeter	
28.00 LF Ceil. Perimeter		

Missing Wall: 1 - 3'0" X 6'8" Opens into hall 2 Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	PRICE
26. R&R Cove base molding - rubber or vinyl, 4" high	25.00 LF	1.25	\$ 31.25
39. Remove Glue down carpet - Commercial grade	49.00 SF	.75	\$ 36.75
27. Glue down carpet - Commercial grade	56.35 SF	10.00	\$ 563.50
15% waste added for Glue down carpet - Commercial grade		15%	\$ 84.52
49. Contents - move out then reset	1.00 EA	50.89	\$ 50.89
Totals: bed2			



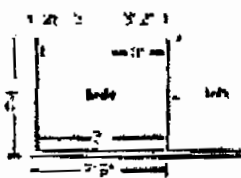
bed3		Ceiling Height: 8'
204.00 SF Walls	49.00 SF Ceiling	
253.00 SF Walls & Ceiling	49.00 SF Floor	
1.44 SY Flooring	25.00 LF Floor Perimeter	
28.00 LF Ceil. Perimeter		

Missing Wall: 1 - 3'0" X 6'8" Opens into hall 2 Goes to Floor

**RID SCHEDULE FOR
CITY OF BISBEE
FIRE STATION NO. 81
FLOOD DAMAGE REPAIRS**



DESCRIPTION	QUANTITY	UNIT COST	PRICE
78 R&R Cove base molding - rubber or vinyl, 4" high	25.00 LF	1.25	\$31.25
40. Remove Glue down carpet - Commercial grade	49.00 SF	.75	\$36.75
20. Glue down carpet - Commercial grade	56.35 SF	10.00	\$563.50
15 % waste added for Glue down carpet - Commercial grade.		15%	\$84.52
50. Contents - move out then reset	1.00 EA	50.89	\$50.89
Totals: bed3			



bed3	Ceiling Height: 8'
204.00 SF Walls -	49.00 SF Ceiling
253.00 SF Walls & Ceiling	49.00 SF Floor
5.44 SF Flooring	25.00 LF Floor Perimeter
28.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 6'8" Opens into hall 2 Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	PRICE
30 R&R Cove base molding - rubber or vinyl, 4" high	25.00 LF	1.25	\$31.25
41. Remove Glue down carpet - Commercial grade	49.00 SF	.75	\$36.75
31. Glue down carpet - Commercial grade	56.35 SF	10.00	\$563.50
15 % waste added for Glue down carpet - Commercial grade.		15%	\$84.52
51. Contents - move out then reset	1.00 EA	50.89	\$50.89
Totals: bed4			



bed4	Ceiling Height: 8'
204.00 SF Walls	49.00 SF Ceiling
253.00 SF Walls & Ceiling	49.00 SF Floor
5.44 SF Flooring	25.00 LF Floor Perimeter
28.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 6'8" Opens into hall 2 Goes to Floor

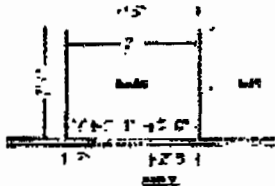
BID SCHEDULE FOR
CITY OF BISBEE
FIRE STATION NO. 81
FLOOD DAMAGE REPAIRS



DESCRIPTION	QUANTITY	UNIT COST	PRICE
32. R&R Cove base molding - rubber or vinyl, 4" high	25.00 LF	1.25	\$31.25
42. Remove Glue down carpet - Commercial grade	49.00 SF	.75	\$36.75
33. Glue down carpet - Commercial grade	56.35 SF	10.00	\$563.50
15 % waste added for Glue down carpet - Commercial grade.		15%	\$84.52
52. Contents - move out then reset	1.00 EA	50.89	\$50.89

84.52

Totals: bed5



bed6 *No Bed 6* Ceiling Height: 8'

203.44 SF Walls	49.00 SF Ceiling
252.44 SF Walls & Ceiling	49.00 SF Floor
5.44 SY Flooring	24.92 LF Floor Perimeter
28.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'1" X 6'8" Opens into hall 2 Goes to Floor

DESCRIPTION	QUANTITY	UNIT COST	PRICE
34. R&R Cove base molding - rubber or vinyl, 4" high	24.92 LF		
43. Remove Glue down carpet - Commercial grade	49.00 SF		
35. Glue down carpet - Commercial grade	56.35 SF		
15 % waste added for Glue down carpet - Commercial grade.			
53. Contents - move out then reset	1.00 EA		

Totals: bed6

Total: Main Level

Exterior/General



1166.27

BID SCHEDULE FOR
CITY OF BISBEE
FIRE STATION NO. 31
FLOOD DAMAGE REPAIRS



DESCRIPTION	QUANTITY	UNIT COST	PRICE
1. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00 EA	836. ⁰⁰	2,508. ⁰⁰
Totals: Exterior/General			

TOTAL LUMP SUM PRICE

23,316.⁰⁰

TOTAL LUMP SUM PRICE
(Written Words)

Twenty three thousand three hundred sixteen dollars

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BISBEE
AND
ALBERT N. HOPPER, JR.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of _____, 2010, between the City of Bisbee, an Arizona municipal corporation (the "City") and Albert N. Hopper, Jr. (the "Consultant").

RECITALS

- A. The City is in need of professional construction supervision and management services in connection with its Fire Station 81 Flood Damage Repairs Project (the "Project").
- B. The Consultant submitted a proposal for the provision of such services, and the City desires to enter into an Agreement with the Consultant for his services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until project completion which is estimated at 45 calendar days.
2. Scope of Work. Consultant shall provide the services ("Services") as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The City shall pay Consultant a price not to exceed \$1,500.00 for the Services.
4. Payments. Consultant shall be paid for his services directly by Freeport-McMoran Corporation ("Freeport") upon the submission of invoices. The originals of all invoices shall be mailed by Consultant to Freeport at the address indicated below, with copies of such invoices mailed to the City, and all payments based on such invoices be made by Freeport directly to Consultant with copies of proof of payment mailed to the City. All invoices shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the

Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

7. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

8. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Bisbee, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

9. Termination; Cancellation.

9.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

9.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

9.4 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

9.5 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

10. Miscellaneous.

10.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

10.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

10.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

10.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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, the Agreement will promptly be physically amended to make such insertion or correction.

10.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

10.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

10.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

10.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

10.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

10.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

10.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

10.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

10.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

10.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Bisbee
 118 Arizona Street
 Bisbee, Arizona 85603
 Facsimile: (520) 432-6069
 Attn: _____

With copy to: Mark J. Langlitz, Esq.
 City Attorney
 118 Arizona Street
 Bisbee, Arizona 85603
 Facsimile: (520) 432-6069

If to Consultant: Albert N. Hopper, Jr.
 P.O. Box ABC
 Bisbee, Arizona 85603
 Tel: (520) 432-5795

If to Freeport: Freeport-McMoRan Copper and Gold
36 West Highway 92
Bisbee, Arizona 85603
Facsimile: (520) 432-1395
Attn: Mike Jaworski

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

10.16 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

10.17 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF BISBEE, an Arizona
municipal corporation

W. J. Porter, Mayor

ATTEST:

Gloria P. Gonzalez, City Clerk

APPROVED AS TO FORM:

Mark J. Langlitz, City Attorney

APPROVED AND AGREED TO:

FREEPORT-MCMORAN CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

“Consultant”

_____,
a(n) _____

By: _____

Name: _____

Title: _____

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BISBEE
AND
ALBERT N. HOPPER, JR.**

[Scope of Work]

See following page(s).



AGENDA ITEM NUMBER 4

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 14, 2010	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> FORMAL ACTION OTHER:	SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A PURCHASE ORDER WITH PHYSIO-CONTROL, INC. FOR THE PURCHASE OF A HEART MONITOR.
DATE ACTION REQUESTED: September 21, 2010		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT		

TO: Mayor and Council
FROM: Jack Earnest, Fire Chief
RECOMMENDATION: Approve Purchase Order
PROPOSED MOTION: I move to approve the Purchase Order with Physio-Control for the purchase of a heart monitor.

DISCUSSION: Pursuant to Bisbee City Code Section 3.5.9, Cooperative Purchasing Agreements, the Fire Department is requesting the approval of Mayor and Council for the City to submit a Purchase Order to Physio-Controls, Inc. for the purchase of a heart monitor in the amount of \$26,198.60. This purchase is made pursuant to the vendor's cooperative purchasing agreement with the United States General Services Administration (Contract No. V797P-4336a). The City's purchase of the heart monitor through the cooperative purchasing agreement will permit the City to realize savings in the amount of \$6,459.40

FISCAL IMPACT: To be determined upon final approval of financing.
DEPARTMENT LINE ITEM ACCOUNT:
BALANCE IN LINE ITEM IF APPROVED:

Attachment: Purchase Order with Physio-Controls, Inc.

Prepared by:

Jack Earnest, Fire Chief

Reviewed by:

Stephen J. Pauken, City Manager



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 www.medtronic.com
 tel 800.442.1142
 fax 800.732.0956

To: Mark Bureleit
 Bisbee Fire Department
 192 Hwy 92
 BISBEE, AZ 85603
 Phone: (520) 432-4110
 cobfire@cityofbisbee.com

Quote#: 1-153748891
Rev#: 2
Quote Date: 09/08/2010
Sales Consultant: Gary Guntman
 800-442-1142 x 72498
FOB: Destination
Terms: Net 30, all quotes subject to credit approval
 and the following terms & conditions

Contract: Gov't - V797P-4336a

Exp Date: 11/07/2010

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-000061 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2, 12L GL, NIBP, CO2, Trend INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, ShipKit- 41577-000012.	1	\$29,395.00	\$5,879.00	\$0.00	\$23,516.00	\$23,516.00
2	41577-000012 - LP15 SHIP KIT	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	1	\$1,495.00	\$299.00	\$0.00	\$1,196.00	\$1,196.00
4	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	3	\$379.00	\$75.80	\$0.00	\$303.20	\$909.60
5	11171-000017 - LNCS DCI, ADULT SPO2 SENSOR REUSABLE LNCS DCI,ADULT SPO2 SENSOR,REUSABLE,REF 1863	1	\$270.00	\$54.00	\$0.00	\$216.00	\$216.00
6	11577-000002 - KIT - CARRY BAG, MAIN BAG INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	1	\$250.00	\$0.00	\$0.00	\$250.00	\$250.00
7	11260-000039 - KIT - CARRY BAG, REAR POUCH KIT - CARRY BAG, REAR POUCH	1	\$65.00	\$0.00	\$0.00	\$65.00	\$65.00
8	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	1	\$46.00	\$0.00	\$0.00	\$46.00	\$46.00

GRAND TOTAL \$26,198.60

Pricing Summary Totals

List Price: \$32,658.00
 Gov't - V797P-4336a Contract Discount: - \$6,459.40

GRAND TOTAL FOR THIS QUOTE \$26,198.60

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER
TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off
list price on your LIFEPAK disposables by signing up for a disposables agreement"**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN
VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE
APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO
THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JE/10550702/1-2JJDDR

Notes:

TAXES, FREIGHT AND HANDLING FEES WILL BE ADDED AT TIME OF SHIPMENT, IF APPLICABLE.

ABOVE PRICING VALID ONLY IF QUOTE IS PURCHASED IN ITS ENTIRETY. (OPTIONAL ITEMS NOT REQUIRED).
IF QUOTE REFLECTS TRADE-IN VALUES, CUSTOMER ASSUMES RESPONSIBILITY FOR SHIPMENT OF TRADE-IN UNITS TO
PHYSIO-CONTROL, INC.

ITEMS LISTED ABOVE AT NO CHARGE ARE INCLUDED AS PART OF A PACKAGE DISCOUNT THAT INVOLVES THE PURCHASE OF A
BUNDLE OF ITEMS. CUSTOMER IS SOLELY RESPONSIBLE FOR APPROPRIATELY ALLOCATING THE DISCOUNT EXTENDED ON
THE BUNDLE WHEN FULFILLING ANY REPORTING OBLIGATIONS IT MIGHT HAVE.

**THE ABOVE QUOTE REFLECTS GOVERNMENT – V797P-4336a CONTRACTUAL DISCOUNT AND IS OFFERED CONTINGENT UPON
VERIFICATION OF CONTRACT MEMBERSHIP.**

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyers account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyers sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



AGENDA ITEM NUMBER 5

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 14, 2010	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 OF A CONTRACT WITH FRONTIER EMERGENCY PRODUCTS, L.L.C. FOR THE PURCHASE OF AN AMBULANCE .
DATE ACTION REQUESTED: September 21, 2010		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT		

TO: Mayor and Council
FROM: Jack Earnest, Fire Chief
RECOMMENDATION: Approve Purchase Contract
PROPOSED MOTION: I move to approve the Contract with Frontier Emergency Products, L.L.C. for the purchase of an ambulance.

DISCUSSION: Pursuant to a Notice of Solicitation issued by the City for an ambulance, Frontier Emergency Products, L.L.C. submitted the successful bid in the amount of \$102,983.00 plus tax and title in the amount of \$6,800.87 for a total purchase price of \$109,783.87.

FISCAL IMPACT: To be determined upon final approval of financing.
DEPARTMENT LINE ITEM ACCOUNT:
BALANCE IN LINE ITEM IF APPROVED:

Attachment: Purchase Contract with Frontier Emergency Products, L.L.C.

Prepared by:

Jack Earnest, Fire Chief

Reviewed by:

Stephen J. Paulken, City Manager

**PURCHASE CONTRACT
BETWEEN
THE
CITY OF BISBEE
AND
FRONTIER EMERGENCY PRODUCTS, L.L.C.**

THIS PURCHASE CONTRACT (“Contract”) is made this 21st day of September, 2010, by and between the CITY OF BISBEE, an Arizona municipal corporation (“City”) and FRONTIER EMERGENCY PRODUCTS, L.L.C., an Arizona limited liability company (“Vendor”).

WHEREAS, the City is in need of certain materials, supplies and/or equipment (hereinafter “Equipment”) as more particularly specified in the Notice of Solicitation for an Ambulance and incorporated herein by reference; and

WHEREAS, the Vendor has offered to provide the requested Equipment in accordance with the terms of this Contract.

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

1. **Equipment**. The Vendor promises and agrees to provide the Equipment as described in the Specifications, Scope of Work or Requirements incorporated herein by reference and the Vendor’s Proposal attached hereto as **Exhibit A**.

2. **Warranty**. The Vendor shall transfer to the City any and all applicable manufacturers’ warranties.

3. **Term**. This Contract shall remain in effect for a period of one hundred twenty (120) days, and may be extended for an additional period upon the mutual agreement of the parties.

4. **Compensation**. The City will compensate the Vendor for its performance, and the Vendor agrees to accept as complete payment for such full performance, a sum not to exceed \$109,783.87, which sum includes applicable taxes and title costs. The City shall have the right to reject all or any Equipment provided under this Contract which does not meet the required specifications. In the event of any such rejection, the Vendor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected Equipment until such deficiencies have been corrected at the Vendor’s sole cost and expense.

5. **Payment**. Payment shall be made by the City to the Vendor on the basis of an invoice following delivery and acceptance of the Equipment.

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

7. Gratuities. The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor an amount equal to 150% of the gratuity.

8. Contract Subject to Appropriation. The provisions of this Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this Contract and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Contract and the City shall keep the Vendor fully informed as to the availability of funds for the Contract. The obligation of the City to make any payment pursuant to this Contract is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Contract.

9. Termination.

9.1 For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City.

9.2 For Cause. This Contract may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Contract's terms, through no fault of the party initiating the termination.

10. Amendment. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will 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, the Contract will promptly be physically amended to make such insertion or correction.

12. Entire Contract; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

13. Assignment. No right or interest in this Contract shall be assigned by Vendor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Vendor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor.

14. Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Vendor is responsible for performance under this Contract whether or not subcontractors are used.

15. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

16. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

17. Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

18. Offset.

18.1 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

18.2 Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

19. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Bisbee
 118 Arizona Street
 Bisbee, Arizona 85603
 Facsimile: (520) 432-6069
 Attn: Stephen J. Pauken, City Manager

With copy to: Mark J. Langlitz, Esq.
 City Attorney
 118 Arizona Street
 Bisbee, Arizona 85603
 Facsimile: (520) 432-6069

If to Vendor: Frontier Emergency Products, L.L.C.
 2940 W. Osborn Road
 Phoenix, Arizona 85017
 Facsimile (602) 305-7573
 Attn: Michael P. Piekarski

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

20. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractor's failure to comply with

such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

21. Scrutinized Business Operations. To the extent applicable under ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Contract pursuant to subsection 13.2 above.

22. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Contract, the Specifications, Scope of Work or Requirements and the Vendor’s Proposal, the documents shall govern in the order listed herein.

23. Cooperative Purchasing. This Contract shall be for the use of the City. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Vendor. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Vendor must be in agreement with the cooperative transaction. Any orders placed to the successful Vendor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

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

“City”

“Vendor”

CITY OF BISBEE, an Arizona
municipal corporation

FRONTIER EMERGENCY PRODUCTS,
L.L.C., an Arizona limited liability company

W. J. Porter, Mayor

By: _____

ATTEST:

Name: _____

Gloria P. Gonzalez, City Clerk

Title: _____

APPROVED AS TO FORM:

Mark J. Langlitz, City Attorney

**EXHIBIT A
TO
PURCHASE CONTRACT
BETWEEN
THE
CITY OF BISBEE
AND
FRONTIER EMERGENCY PRODUCTS, L.L.C.**

[Vendor Proposal]

See following page.



FRONTIER
EMERGENCY PRODUCTS, LLC

2940 W. Osborn Rd - Phoenix, AZ 85017
(602) 305-7477 - (602) 305-7573 Fax - www.firetrucksaz.com

June 19, 2010

City Clerk City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603

Subject: Taylor Made Ambulance Bid Proposal

We are pleased to provide you with the following proposal for your consideration:

Our proposal is for one (1) Taylor Made Ambulance on a **NEW** 2010 General Motors Chassis per the attached detailed specifications and drawings provided in this package meeting the specifications of the Bisbee Fire Department.

The following equipment will be provided with this unit in addition to the standard supplied equipment.

Stryker Power Pro Model 6500 Cot
Paint and Lettering as specified by the Bisbee Fire Department
Inverter
Auto Eject
Pre-Wired Antenna Coax
Wig Wag Headlights
Smithworks IV Warmer
Refrigerator
4500 Series Flush Mounted Light Bar

This chassis is subject to prior sale.

The sale price for this unit as per the detailed specifications provided is \$102,983.00 delivered to Bisbee, Arizona. Price does not include applicable taxes as requested in the bid solicitation notice.

Should you have any questions in regards to this apparatus proposal provided, please feel free to give me a call at 800-466-0434 or on my cell phone at 602-820-3428.

Thank you for the opportunity to provide you with this bid proposal.

Sincerely,


Michael P. Piekarski

Frontier Emergency Products

Our vision is to help our customers save lives and protect property by listening and understanding their needs and by providing products and services of unmatched quality and value

City Manager Report, September 21, 2010

1. Attached is the General Fund Summary Report for the period ended August 31, 2010. Revenues for the year to date are at 13.8% of budget, while expenditures are at 13.3% of budget. The benchmark for this period is 17%, so both revenues and expenditures are well below the level we projected for the year. Net Revenue over Expenditures is \$33,261.27, which is statistically even with last year. While it is impossible to tell if the economy has bottomed out, our recent financial performance has been flat. There are ten months remaining in the fiscal year.
2. The Street Division fund continues to remain a challenge. So far this fiscal year it is showing a slight surplus, but we are not to conclude from that that we are doing better financially. We started the fiscal year with approximately ½ of the staff we had at this time last year, and HURF revenues are projected to be 5% lower than last year as well.
3. Other Current Events.

City of Bisbee
General Fund Summary
YDT for Month Ending August 31, 2010
17% of the Fiscal Year Has Elapsed

Revenue	Last Year	%	This Year	%
Taxes	455,103.13	12.7	463,944.85	13.5
License & Permits	6,648.78	6.4	9,684.04	10.3
Intergovernmental	141,371.78	16.7	106,579.49	16.7
Charges For Services	204,438.66	15.9	248,748.61	19.3
Fines & Forfeitures	253.36	-	-	-
Miscellaneous	40,643.90	12.8	17,624.62	5.1
Contributions & Transfers	47,550.16	7.6	49,104.22	7.1
Total Revenue	896,009.77	13.3	895,685.83	13.8

Expenditures				
Mayor & Council	16,212.73	30.6	13,381.85	32.9
City Manager	18,678.36	14.4	18,902.51	14.8
Finance	57,433.28	15.1	55,252.38	14.4
City Clerk	20,761.86	13.7	17,385.96	10.3
Comm Development	22,178.16	10.0	16,356.11	8.4
Admin & Gen Govt	55,542.22	7.2	55,226.16	7.3
Personnel	9,437.88	14.2	9,215.72	13.9
Legal Services	3,010.82	2.4	18,121.20	14.6
Water System	1,351.65	12.9	120.04	2.6
Information Sys	3,762.20	9.3	4,449.86	11.6
Police	277,915.86	14.7	284,171.68	15.2
Fire	241,048.03	13.9	260,038.86	14.8
City Magistrate	2,000.00	4.2	2,000.00	4.2
Cemetery	153.97	0.8	134.09	2.0
Bldg & Maint	11,135.87	12.6	2,862.96	6.4
PW Admin	24,490.61	14.0	9,550.89	9.8
Garage	13,269.05	9.2	10,176.88	7.1
Bldg Inspector	7,867.31	11.4	8,020.78	12.1
Parks	24,866.17	15.8	23,578.46	14.6
Pool	17,832.76	30.5	20,005.80	36.4
Library	28,668.16	12.6	29,694.61	13.5
Sr. Center	2,580.25	13.8	3,777.76	20.2
Contingency	-	-	-	-
Total Expenditures	860,197.20	12.7	862,424.56	13.3

Net Revenue Over Exp	35,812.57		33,261.27	
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