

AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, SEPTEMBER 20, 2022, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, Ward III
Councilmember Joni Giacomino, Ward II
Councilmember Frank Davis, Ward I
Mayor Ken Budge
Councilmember Leslie Johns, Ward I
Councilmember Mel Sowid, Ward II
Councilmember Anna Cline, Ward III, Mayor Pro Tempore

STAFF

Stephen J. Pauken, City Manager
Ashlee Coronado, City Clerk
Keri Bagley, Finance Director
Joelle Landers, Personnel Director
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

CALL TO THE PUBLIC

"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. Comments on matters on the agenda are to be made at the time the Council considers the item. The Council may not discuss or take legal action on a matter raised during the call to the public. Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be placed on a future agenda if the matter is not already on the agenda. Arizona Revised Statute ("A.R.S.") § 38-431.01(H).

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds
2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on September 6, 2022.

Ashlee Coronado, City Clerk

- B. Approval of a Park, Facility and Right of Way Use Permit for the use of Howell Avenue in front of the Copper Queen Hotel for a Halloween Street Party on Saturday, October 29, 2022, from 6PM to 1AM.

Ashlee Coronado, City Clerk

- C. Approval of a Special Event Liquor License Application submitted by Bisbee Pride Inc. for an event to be held at 401 Cole Ave, Bisbee, AZ on Saturday, November 26, 2022, from 4:00pm to 11:00pm.

Ashlee Coronado, City Clerk

OLD BUSINESS

- 3. Discussion and Possible Approval of Ordinance O-22-12, accepting the transfer of real property from Southeast Arizona Renovations LLC, located at 103 D Street, Bisbee.

Stephen Pauken, City Manager

- 4. Discussion and Possible Approval of a Notice of Intent to Adopt Ordinance O-22-13, Authorizing a utility easement to Arizona Public Services Company located near 118 Walsh Avenue.

Matthew Gurney, Public Works Director

NEW BUSINESS

- 5. Discussion and Possible Approval of Resolution R-22-15, Authorizing the Adoption of Owner-Occupied Housing Rehabilitation Guidelines in relation to an application for Colonias CDBG Set-Aside Funds.

Stephen Pauken, City Manager

Melissa Hartman, City Planner

- 6. Public Hearing and Discussion and Possible Approval of Resolution R-22-16, Authorizing the submission of an application for FY 2021/2022 State Community Development Block Grant Colonias Set-Aside Funds, certifying that said application meets the community's previously identified housing and community development needs and the requirements of the state CDBG program, and authorizing all actions necessary to implement and complete the activities outlined in said application.

Stephen Pauken, City Manager

Melissa Hartman, City Planner

- 7. Discussion and Possible Direction to staff on Christmas on the Vista event.

Leslie Johns, Councilmember Ward I

Joni Giacomino, Councilmember Ward II

- 8. Discussion and Possible Approval of Resolution R-22-05, Approving a 5 Year Lease with the United States Postal Service for the Facility in Old Bisbee at a rent of \$59,815 per year, effective January 1, 2023.

Stephen Pauken, City Manager

- 9. Discussion and Possible Approval the Notice of Intent to adopt Ordinance O-22-14; an ordinance of the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, authorizing the sale and transfer of certain property located at 105 E Street, City of Bisbee, County of Cochise, State of Arizona under the city’s workforce housing initiative; authorizing the taking of all other actions necessary for the consummation of the transaction contemplated by this ordinance.

Stephen Pauken, City Manager

- 10. Discussion and Possible Approval of an EPA Clean-Up Grant Application for Hillcrest Apartment Building.

Stephen Pauken, City Manager

- 11. Discussion and Possible Approval to Award KE&G Construction Inc. the Demolition and Earthwork project for the New City Hall for the City of Bisbee and Authorize the Mayor to enter into a contract with KE&G Inc.

Stephen Pauken, City Manager

- 12. City Manager's Report:

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

ADJOURNMENT:

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

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

Public documents referred to herein may be viewed during regular business hours at the City Clerk’s Office at 76 Erie Street, Bisbee.

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

1

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-1020100 GASOLINE INVENTORY							
3551	SENERGY PETROLEUM	SEN-384063	UNLEADED FUEL	08/30/2022	4,962.04	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	SEN-384063	DIESEL FUEL	08/30/2022	4,196.51	.00	
10-2020203 DENTAL INSUR PAYABLE							
2233	DELTA DENTAL of ARIZONA	RIS000443728	Dental premiums for October 202	09/15/2022	2,805.32	2,805.32	09/15/2022
2233	DELTA DENTAL of ARIZONA	RIS000443728	Cobra Dental premiums for Octob	09/15/2022	145.28	145.28	09/15/2022
10-2020802 DEFERRED COMPENSATION PAYABLE							
1623	NATIONWIDE RETIREMENT SO	22-0802	EE&ER Fire Department 56173 C	08/02/2022	1,859.71	1,859.71	09/12/2022
1623	NATIONWIDE RETIREMENT SO	22-0802	EE&ER City of Bisbee Contributio	08/02/2022	3,254.96	3,254.96	09/12/2022
1623	NATIONWIDE RETIREMENT SO	22-0812	EE&ER City of Bisbee Contributio	08/12/2022	6,221.12	6,221.12	09/12/2022
1623	NATIONWIDE RETIREMENT SO	22-0812	EE&ER Fire Department 56173 C	08/12/2022	1,684.99	1,684.99	09/12/2022
1623	NATIONWIDE RETIREMENT SO	22-0825	EE&ER Fire Department 56173 C	08/25/2022	2,016.98	2,016.98	09/12/2022
1623	NATIONWIDE RETIREMENT SO	22-0825	EE&ER City of Bisbee Contributio	08/25/2022	3,101.55	3,101.55	09/12/2022
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE009-03-20	Police union dues for PPE 09-03-	09/07/2022	135.00	135.00	09/08/2022
1147	BISBEE FIREFIGHTERS LOCAL	PPE 09-3-2022	Union dues for fire department PP	09/07/2022	292.50	292.50	09/08/2022
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-BFD-S	LegalShield Premiums Fire Dept	09/14/2022	52.85	52.85	09/15/2022
5909	LEGAL SHIELD	LEGAL-City-SE	LegalShield Premiums City SEPT	09/02/2022	354.90	354.90	09/06/2022
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT CLEARING	22-0723	Child Support Payments for PPE	09/09/2022	638.22	638.22	09/12/2022
3271	SUPPORT PAYMENT CLEARING	22-0907	Child Support Payments for PPE	09/07/2022	638.22	638.22	09/08/2022
10-32-10400 BUILDING/SIGN PERMITS							
1817	ANN RICH	22-0908	REIMBURSEMENT ON BUILDIN	09/08/2022	82.40	.00	
Total :					32,442.55	23,201.60	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER COMPANY	22-0830	Water Reports - AUGUST 2022	08/30/2022	125.00	125.00	09/06/2022
1181	PEREGRINE CORP.	488571	CITY OF BISBEE UTILITY CARD	09/02/2022	1,209.54	.00	
10-52-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	265224338001	INK HP COMBO 952	09/02/2022	91.23	.00	
Total FINANCE DEPARTMENT:					1,425.77	125.00	
CITY CLERK							
10-53-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	254642554001	2023 CALENDAR	08/29/2022	16.98	.00	
6340	ODP BUSINESS SOLUTIONS, LL	263743916001	INK HP 952 CMYB COMBO	09/09/2022	182.47	.00	
6340	ODP BUSINESS SOLUTIONS, LL	265225600001	STACKERS	09/02/2022	6.04	.00	
Total CITY CLERK:					205.49	.00	
COMMUNITY DEVELOPMENT							
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WORKS	48	TOVREAVILLE RD-ANIMAL SHE	09/01/2022	64.97	64.97	09/06/2022
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	10645	BOARD OF APPEALS MAYOR &	08/25/2022	23.02	.00	
1153	BISBEE OBSERVER	10646	BOARD OF ADJUSTMENT-LOCK	08/25/2022	21.57	.00	
1153	BISBEE OBSERVER	10672	PH CDBG FRUNDS	09/01/2022	151.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1153	BISBEE OBSERVER	10673	REQUEST FOR RELEASE OF F	09/01/2022	191.73	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
1659	ACE HARDWARE	36375	PADLOCK SHIELDED, DEADBOL	08/30/2022	68.91	.00	
1659	ACE HARDWARE	36379	FASTENERS	08/30/2022	31.66	.00	
3163	AZ STATE PRISON CMLX-DOU	D08145820220	MILEAGE	08/25/2022	54.28	.00	
1862	B&D LUMBER & HARDWARE	194427	FG BARHLDER CLOSED ZC	08/30/2022	5.84	.00	
6544	FRIENDS OF BISBEE ANIMAL S	22-0906	September 2022 Payment	09/06/2022	5,500.00	5,500.00	09/06/2022
Total COMMUNITY DEVELOPMENT:					6,113.35	5,564.97	
ADMINISTRATION & GENERAL GOV'T							
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	76 ERIE ST-CITY HALL	09/01/2022	409.74	409.74	09/06/2022
1225	BISBEE PUBLIC WORKS	48	TOVREAVILLE RD-CHAMBERS	09/01/2022	53.71	53.71	09/06/2022
10-55-24000 PHONES							
1791	CENTURY LINK QCC	305197213	Long Distant / #72745186	08/24/2022	34.94	34.94	09/06/2022
10-55-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	017032401	AUGUST 2022 COPY CHARGES	09/01/2022	454.93	.00	
5710	XEROX CORPORATION	13765484	JUNE 2021 COPY CHARGES	07/01/2021	596.85	.00	
5710	XEROX CORPORATION	14025492	JULY 2021 COPY CHARGES	08/01/2021	570.34	.00	
10-55-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-090	AG&G LIABILITY INS - 2ND QTR	09/06/2022	748.06	.00	
10-55-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	254642554001	COPY PAPER X6	08/29/2022	210.16	.00	
10-55-46000 OPERATIONAL EXPENSES							
1434	ALL THE KINGS FLAGS	29249-4	AZ 3x5 x6	09/02/2022	194.70	.00	
Total ADMINISTRATION & GENERAL GOV'T:					3,273.43	498.39	
LEGAL SERVICES							
10-57-34000 CONTRACT SERVICES							
1211	GUST ROSENFELD	398575	LEGAL SERVICES	09/12/2022	10,764.00	.00	
Total LEGAL SERVICES:					10,764.00	.00	
INFORMATION SYSTEMS							
10-59-24001 INTERNET ACCESS							
4059	SPARKLIGHT	22-0823/CH-1	Internet Svc- City Hall /76 Erie St.-	08/27/2022	258.43	258.43	09/06/2022
Total INFORMATION SYSTEMS:					258.43	258.43	
POLICE DEPARTMENT							
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	35 HWY 92-POLICE	09/01/2022	157.48	157.48	09/06/2022
10-62-34000 CONTRACT SERVICES							
1137	GEN-TECH	56928-1	MINOR GENERATOR INSPCTN/	08/31/2022	112.00	.00	
1137	GEN-TECH	56944-1	MAINT & REPAIR-GENERATOR/	08/31/2022	1,423.64	.00	
6172	MMPC	106155	PEST CONTROL	09/12/2022	40.00	.00	
1499	RICOH USA, INC	5064714214	COPIER MAINT AGRMNT	05/27/2022	889.89	.00	
1499	RICOH USA, INC	5065464720	COPIER MAINT AGRMNT	09/01/2022	67.56	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLX-DOU	D08332022090	DOC LABOR CREW/VDEPTS	09/13/2022	32.00	.00	
3163	AZ STATE PRISON CMLX-DOU	D08392021112	DOC LABOR CREW/TRNSPRTN	12/08/2021	226.35	.00	
10-62-45300 CUSTODIAL SUPPLIES							
4672	WAXIE SANITARY SUPPLY	81148408	JANITORIAL SUPPPLIES	08/31/2022	54.82	.00	
10-62-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36437	WEEDEATER PARTS	09/08/2022	11.17	.00	
1862	B&D LUMBER & HARDWARE	194485	DUPLICATE KEYS-SHELTER	08/31/2022	4.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1862	B&D LUMBER & HARDWARE	194630	WEED WACKER PARTS	09/07/2022	13.94	.00	
6536	BISBEE NAPA AUTO PARTS	291774	SPARK PLUG-WEED WACKER	09/07/2022	3.12	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
1851	GARDEN CANYON TOWING, LL	42295	TOWING SERVICES/B22-4100	09/06/2022	270.00	.00	
10-62-55000 EQUIPMENT REPAIR & MAINT							
5870	A.L.E.R.T.	22-1132	RADAR CALIBRATION/CERTIFIE	09/05/2022	1,214.88	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	289464	AUTO PARTS B649	08/08/2022	166.14	.00	
6536	BISBEE NAPA AUTO PARTS	290866	AUTO PARTS B-19	08/25/2022	58.72	.00	
6225	LAWLEY'S TEAM	15150952	AUTO PARTS B19	08/30/2022	422.70	.00	
6225	LAWLEY'S TEAM	15150957	AUTOPARTS B19	08/30/2022	14.24	.00	
Total POLICE DEPARTMENT:					5,183.01	157.48	
FIRE DEPARTMENT							
10-64-12300 UNIFORMS & CLOTHING							
6436	GALLS, LLC	21811596	UNIFORM ALLOWANCE FOR R	08/04/2022	105.22	.00	
10-64-13100 BUSINESS TRAVEL							
1816	HERSHEY, ALLEN	22-0902	CREDIT CARD REIMBURSEMEN	09/02/2022	912.42	912.42	09/06/2022
10-64-13500 SUBSCRIPTIONS & DUES							
6950	COCHISE COUNTY FIRE ASSO	22-0826	ANNUAL MEMBERSHIP DUES 2	08/26/2022	50.00	.00	
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4361690000-0	645 Tombstone Cyn Sta 2 - #4361	09/07/2022	427.00	427.00	09/12/2022
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	645 TOMBSTONE CYN-STATION	09/01/2022	118.76	118.76	09/06/2022
1225	BISBEE PUBLIC WORKS	48	192 HWY 92-FIRE STATION #1	09/01/2022	118.76	118.76	09/06/2022
10-64-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001916351	645 Tombstone Cyn - Fire #2- 910	09/08/2022	60.26	60.26	09/12/2022
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	22-0923-1/FS1	Internet Svc-Fire Station 1-10126	09/01/2022	80.99	80.99	09/12/2022
10-64-34000 CONTRACT SERVICES							
2542	FIRE PROGRAMS	222157	ANNUAL SUPPORT & UPDATE S	03/01/2022	1,018.00	.00	
6172	MMPC	105509	PEST CONTROL-FIRE STATION	09/02/2022	50.00	.00	
6172	MMPC	105515	PEST CONTROL-FIRE STATION	09/02/2022	50.00	.00	
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	108040-IN	AUGUST AMBULANCE BILLING	08/31/2022	549.18	.00	
10-64-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	36412	12GA WIRE RED&BLACK, FAST	09/05/2022	59.48	.00	
10-64-46000 OPERATIONAL EXPENSES							
1603	BUILDING REPORTS.COM, INC.	148143	BRFORMS LIC FOR MOBILE EL	09/08/2022	38.30	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDICAL, LLC	70321504	MEDICAL SUPPLIES CREDIT	04/25/2022	8.92-	.00	
1321	BOUND TREE MEDICAL, LLC	84656597	MEDICAL SUPPLIES/BFD	08/24/2022	147.02	.00	
1321	BOUND TREE MEDICAL, LLC	84660428	MEDICAL SUPPLIES/BFD	08/26/2022	10.39	.00	
1321	BOUND TREE MEDICAL, LLC	84662518	MEDICAL SUPPLIES/BFD	08/29/2022	19.27	.00	
1321	BOUND TREE MEDICAL, LLC	84664714	MEDICAL SUPPLIES/BFD	08/30/2022	9.63	.00	
1321	BOUND TREE MEDICAL, LLC	84664715	MEDICAL SUPPLIES/BFD	08/30/2022	93.74	.00	
10-64-47000 PERMITS & LICENSES							
5389	AZ DEPT OF HEALTH SERVICE	22-0913	AMBULANCE INSPECTION - ME	09/13/2022	250.00	250.00	09/14/2022
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	290906	REPAIR AND SERVICE PARTS	08/25/2022	554.38	.00	
6536	BISBEE NAPA AUTO PARTS	290922	FUEL CAP	08/25/2022	16.98	.00	
6536	BISBEE NAPA AUTO PARTS	290990	OIL SERVICE, WIPERS, BRAKE	08/26/2022	39.66	.00	
6536	BISBEE NAPA AUTO PARTS	291190	WIPER BLADES	08/30/2022	23.98	.00	
6536	BISBEE NAPA AUTO PARTS	291447	WIRE, TERMINAL RING, BATTE	09/01/2022	25.89	.00	
6536	BISBEE NAPA AUTO PARTS	291553	WIPER BLADES	09/03/2022	22.47	.00	
1854	W R RYAN - FIRESTONE	T25798	2 NEW TIRES FOR BRUSH 81	09/02/2022	376.29	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FIRE DEPARTMENT:					5,219.15	1,968.19	
CITY MAGISTRATE							
10-68-34000 CONTRACT SERVICES							
4607	JANUS POPPE	22-0906	September 2022 Magistrate Servi	09/06/2022	1,250.00	1,250.00	09/06/2022
Total CITY MAGISTRATE:					1,250.00	1,250.00	
CEMETERY							
10-70-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	DOUGLAS ST-CEMETARY	09/01/2022	64.97	64.97	09/06/2022
Total CEMETERY:					64.97	64.97	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
4415	CULLIGAN OF TUCSON	112X50964105	POS OFFICE-DRINKING WATER	08/31/2022	6.52	.00	
6172	MMPC	103364	PEST CONTROL	08/01/2022	50.00	.00	
6172	MMPC	105554	PEST CONTROL	09/02/2022	50.00	.00	
10-74-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9361299119	PAPER TOWELS SHEETS	06/29/2022	120.92	.00	
4191	GRAINGER	9436276431	PAPER TOWELS SHEETS, DRY	09/06/2022	224.04	.00	
10-74-50100 BLDG REPAIR & MAINT							
1862	B&D LUMBER & HARDWARE	194506	6" BLUE STL TAPING KNIFE	09/01/2022	18.33	.00	
1862	B&D LUMBER & HARDWARE	194538	FLEX JOINT KNIFE, FATMAX JA	09/01/2022	27.78	.00	
1862	B&D LUMBER & HARDWARE	194545	INT S/G LIGHT BASE PAINT/POL	09/01/2022	160.94	.00	
1862	B&D LUMBER & HARDWARE	194613	SN 1CYL SK K4V1 DEADBOLT	09/06/2022	39.01	.00	
1862	B&D LUMBER & HARDWARE	K94383	JOINT COMPOUND 48LB BOX, F	08/29/2022	191.94	.00	
6735	CONKLIN ELECTRICAL, ETC. LL	22-0901	LIBRARY/INSTALL NEW BALLAS	09/01/2022	300.00	.00	
5016	JOHNNY RABEY	22-0609	BATH & HALLWAY PATCH & PAI	06/09/2022	1,448.00	.00	
5016	JOHNNY RABEY	220817	SENIOR CENTER/REMOVING T	08/17/2022	1,680.00	.00	
1611	SILVICS ELECTRICAL	1205	FIRE STATION/TROUBLESHOO	09/01/2022	397.88	.00	
Total BUILDING & MAINTENANCE:					4,715.36	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	404 BISBEE RD-PUBLIC WORK	09/01/2022	95.20	95.20	09/06/2022
Total PUBLIC WORKS ADMINISTRATION:					95.20	95.20	
GARAGE							
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	TOVREAVILLE RD-GARAGE	09/01/2022	103.69	103.69	09/06/2022
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4129934323	UNIFORMS	08/31/2022	29.25	.00	
7060	CINTAS	4130531769	UNIFORMS	09/07/2022	29.25	.00	
7060	CINTAS	9190796119	WATERBRAKE COOLER AGREE	09/01/2022	48.87	.00	
6172	MMPC	105555	PEST CONTROL	09/02/2022	50.00	.00	
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4129934249	JANITORIAL SUPPLIES	08/31/2022	7.24	.00	
7060	CINTAS	4130531813	JANITORIAL SUPPLIES	09/07/2022	7.24	.00	
10-77-46000 OPERATIONAL EXPENSES							
6536	BISBEE NAPA AUTO PARTS	290873	WINDSHIELD WASH	08/25/2022	9.62	.00	
10-77-61000 VEHICLE PARTS & LABOR							
1659	ACE HARDWARE	36358	CONN WIRE AQUA BLUE & RED	08/25/2022	9.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GARAGE:					294.72	103.69	
PARKS							
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	1 QUALITY HILL-POOL	09/01/2022	75.77	75.77	09/06/2022
1225	BISBEE PUBLIC WORKS	48	TOMBSTONE CYN-GARFIELD P	09/01/2022	28.17	28.17	09/06/2022
1225	BISBEE PUBLIC WORKS	48	5 COPPER PLAZA-PARK MAIN S	09/01/2022	75.77	75.77	09/06/2022
1225	BISBEE PUBLIC WORKS	48	VISTA PARK	09/01/2022	64.97	64.97	09/06/2022
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4129934281	UNIFORMS	08/31/2022	18.64	.00	
7060	CINTAS	4130531872	UNIFORMS	09/07/2022	18.64	.00	
1893	LAL ENTERPRISES, INC	62214	GARFIELD PARK	08/31/2022	124.75	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08183320220	MILEAGE	08/25/2022	121.49	.00	
10-80-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	K94397	BARB COUP, W202 2 GAL FLAG	08/29/2022	7.80	.00	
10-80-46801 REC PROGRAMS/SPECIAL EVENTS							
1153	BISBEE OBSERVER	10644	CHRISTMAS ON THE VISTA	08/25/2022	163.22	.00	
10-80-55000 EQUIPMENT REPAIR & MAINT							
1847	STOTZ EQUIPMENT	P59971	PARTS FOR LAWN MOWER/DRI	08/19/2022	51.83	.00	
Total PARKS:					751.05	244.68	
SWIMMING POOL							
10-81-46000 OPERATIONAL EXPENSES							
4577	LESLIE'S POOL SUPPLY, INC	00649-01-0568	FRESH 50LB JUMBO TABS	08/31/2022	288.81	.00	
Total SWIMMING POOL:					288.81	.00	
LIBRARY							
10-83-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	6 MAIN ST-LIBRARY	09/01/2022	118.76	118.76	09/06/2022
10-83-24001 INTERNET ACCESS							
4059	SPARKLIGHT	22-0922/SPTV	TV Modem - Library - 135843282	08/23/2022	10.50	10.50	09/06/2022
10-83-34000 CONTRACT SERVICES							
5954	IRONHAWK ELEVATOR, LLC	202299064	MONTHLY ELEVATOR MAINTEN	09/02/2022	121.57	.00	
1499	RICOH USA, INC	5065494082	COPIER CHARGES	09/01/2022	72.78	.00	
10-83-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36363	BUILDING SUPPLIES	08/26/2022	10.24	.00	
Total LIBRARY:					333.85	129.26	
SENIOR CITIZENS CENTER							
10-85-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	COLLINS RD-SENIOR CENTER	09/01/2022	75.77	75.77	09/06/2022
10-85-34085 COORDINATOR CONTRIBUTIONS							
3188	BISBEE SENIOR ASSOCIATION	124	Monthly Invoice September2022	09/06/2022	616.63	616.63	09/06/2022
Total SENIOR CITIZENS CENTER:					692.40	692.40	
Total GENERAL FUND:					73,371.54	34,354.26	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-42040 ADVERTISING							
6971	DOG CAT MOUSE MEDIA	381	VAI GRANT MARKETING & DESI	09/09/2022	2,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FUND EXPENDITURES:					2,750.00	.00	
Total TRANSIENT ROOM TAX:					2,750.00	.00	
STREETS							
FUND EXPENDITURES							
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1032111000-08	Az Street St Lights #1032111000	08/26/2022	4,892.64	4,892.64	09/06/2022
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4129934343	UNIFORMS	08/31/2022	54.58	.00	
7060	CINTAS	4130531927	UNIFORMS	09/07/2022	54.58	.00	
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08286720220	MILEAGE	08/25/2022	228.73	.00	
21-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-090	STS LIABILITY INS - 2ND QTR F	09/06/2022	269.30	.00	
21-40-37100 INSURANCE CLAIMS & DEDUCTIBLES							
1139	AZ MUNICIPAL RISK RTNTN PO	1447	CLAIM BCLM GL234817-WILSO	09/12/2022	160.92	.00	
21-40-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	36376	CM 13" & 18" BAG COMBO	08/30/2022	22.35	.00	
1862	B&D LUMBER & HARDWARE	194388	TORX POWER BIT, NUTDRIVER	08/29/2022	25.34	.00	
1862	B&D LUMBER & HARDWARE	K94384	LEFT CUT SNIP, HI VIS UTILITY	08/29/2022	31.26	.00	
21-40-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HARDWARE	194411	FEMALE ADAPTER, MALE ADAP	08/29/2022	37.03	.00	
1862	B&D LUMBER & HARDWARE	194496	MOTO MIX HIGH PERF OIL QT	08/31/2022	9.85	.00	
1862	B&D LUMBER & HARDWARE	194500	METAL STUD, METAL TRACK	08/31/2022	144.11	.00	
1862	B&D LUMBER & HARDWARE	194503	ENGINE OIL	09/01/2022	63.55	.00	
1862	B&D LUMBER & HARDWARE	194537	BLK POLLY FILM/1 COCHISE LA	09/01/2022	80.95-	.00	
1862	B&D LUMBER & HARDWARE	194603	PLS DROP CLOTH, BLUE MASKI	09/06/2022	15.21	.00	
1862	B&D LUMBER & HARDWARE	194632	ELECTRODE, HAMMER BIT, SO	09/07/2022	56.16	.00	
1862	B&D LUMBER & HARDWARE	K94400	BLK POLY FILM	08/29/2022	80.95	.00	
21-40-46210 STREET REPAIR MAT - SALES TAX							
1337	EADS CONSTRUCTION	9283-22	CONCRETE 2500 PSI, 4 YD MINI	08/25/2022	725.20	.00	
1337	EADS CONSTRUCTION	9291	CONCRETE 2500 PSI, 4 YD MINI	09/01/2022	735.26	.00	
21-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	291848	PIN CLIP, LOCK, TRI BALL REC/	09/08/2022	121.62	.00	
21-40-62002 TIRES							
1854	W R RYAN - FIRESTONE	T25689	TRAILER/TIRES	08/23/2022	354.72	.00	
Total FUND EXPENDITURES:					8,002.41	4,892.64	
Total STREETS:					8,002.41	4,892.64	
BISBEE ARTS COMMISSION							
FUND EXPENDITURES							
42-40-42060 BISBEE FESTIVAL OF THE ARTS							
1111	ALIECE ZIQERELLI	22-0904	GRAPHIC ARTIST FOR FESTIVA	09/04/2022	400.00	.00	
2700	AZ DEPT OF LIQ LICENSE & CN	22-1021	HEALTHY BISBEE INC	09/08/2022	25.00	25.00	09/08/2022
2700	AZ DEPT OF LIQ LICENSE & CN	22-1022	HEALTHY BISBEE INC	09/08/2022	25.00	25.00	09/08/2022
2700	AZ DEPT OF LIQ LICENSE & CN	22-1023	HEALTHY BISBEE INC	09/08/2022	25.00	25.00	09/08/2022
6391	CITY OF DOUGLAS	I-20220818728	USING THE CITY OF BISBEE BU	09/09/2022	465.17	.00	
6971	DOG CAT MOUSE MEDIA	000373	FOR ART'S SAKE CATALOG	09/08/2022	1,803.38	.00	
1845	SISTER CITY PHOTOGRAPHY	22-0904	PHOTOGRAPHER FOR THE "FO	09/04/2022	780.00	.00	
Total FUND EXPENDITURES:					3,523.55	75.00	
Total BISBEE ARTS COMMISSION:					3,523.55	75.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HOUSING INITIATIVE							
45-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	8096017738-0	300 Campbell St. #809617738	08/29/2022	64.89	64.89	09/06/2022
45-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	416 N STREET SAGINAW	09/01/2022	.00	.00	
1225	BISBEE PUBLIC WORKS	48	103 D STREET SAGINAW	09/01/2022	61.60	61.60	09/06/2022
1225	BISBEE PUBLIC WORKS	48	105 E. STREET SAGINAW	09/01/2022	61.60	61.60	09/06/2022
Total :					188.09	188.09	
Total HOUSING INITIATIVE:					188.09	188.09	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	AIRPORT RD-AIRPORT	09/01/2022	25.13	25.13	09/06/2022
50-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001898040	Bisbee JcT - Airport Rd #9100018	08/25/2022	44.65	44.65	09/06/2022
50-40-34000 CONTRACT SERVICES							
6172	MMPC	105558	PEST CONTROL	09/02/2022	50.00	.00	
50-40-46000 OPERATIONAL EXPENSES							
5285	ARIZONA DEPT OF AGRICULTU	364291	ONE METER OR BLENDING VAL	08/19/2022	15.00	.00	
Total FUND EXPENDITURES					134.78	69.78	
Total AIRPORT FUND:					134.78	69.78	
SEWER FUND							
54-1019900 CLEARING ACCT--SEWER/TRASH A/R							
1819	GARDNER, PETER B & CHRIST	22-0901	REFUND FOR ACCOUNT 102.20	09/01/2022	43.01	.00	
1821	KENNEDY, KYM	22-0901	REFUND FOR ACCOUNT 101.12	09/01/2022	39.53	.00	
Total :					82.54	.00	
FUND EXPENDITURES							
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4129934344	UNIFORMS	08/31/2022	47.58	.00	
7060	CINTAS	4130532008	UNIFORMS	09/07/2022	47.58	.00	
6881	OPERATIONS MANAGEMENT IN	D3165600-04-1	REBATEABLE REPAIRS/MONTH	08/29/2022	67,127.50	.00	
54-40-34010 CONTRACT SERVICES-COLLECTIONS							
1137	GEN-TECH	56911-1	ATS MINOR INSPECTION/PUMP	08/31/2022	112.00	.00	
1137	GEN-TECH	56915-1	SEMI ANNUAL SERVICE/MULE	08/31/2022	308.50	.00	
1137	GEN-TECH	56917-1	SEMI ANNUAL SERVICE/TIN TO	08/31/2022	308.50	.00	
1137	GEN-TECH	56924-1	SEMI ANNUAL SERVICE/PUMP	08/31/2022	308.50	.00	
54-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-090	VV LIABILITY INS - 2ND QTR F	09/06/2022	406.19	.00	
54-40-42060 INVENTORIED TOCLS							
1659	ACE HARDWARE	36403	OSCILLATING TOOL, DRILL IMP	09/01/2022	497.95	.00	
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36352	SHOCK GRANULE, EC LINE, MA	08/25/2022	53.07	.00	
1659	ACE HARDWARE	36366	MULE GULCH/INSECT KILLER,	08/29/2022	36.65	.00	
1862	B&D LUMBER & HARDWARE	194508	PREMIX CONCRETE/FIRE SUP	09/01/2022	101.71	.00	
1862	B&D LUMBER & HARDWARE	K94396	APWA WHITE MARKETING PAIN	08/29/2022	12.05	.00	
1826	RAUL'S PLUMBING	12275	INSTALLATION OF SEWER VALV	08/29/2022	1,328.75	.00	
1826	RAUL'S PLUMBING	12276	INSTALLATION OF SEWER VALV	08/29/2022	297.50	.00	
1826	RAUL'S PLUMBING	12277	INSTALLATION OF SEWER VALV	08/29/2022	1,685.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1826	RAUL'S PLUMBING	12278	INSTALLATION OF SEWER VALV	08/29/2022	860.00	.00	
1826	RAUL'S PLUMBING	12279	INSTALLATION OF SEWER VALV	08/29/2022	635.00	.00	
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	291089	REDUCER SLEEVE	08/29/2022	27.94	.00	
Total FUND EXPENDITURES:					74,201.97	.00	
Total SEWER FUND:					74,284.51	.00	
SANITATION FUND							
FUND EXPENDITURES							
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4129934352	UNIFORMS	08/31/2022	48.48	.00	
7060	CINTAS	4130531909	UNIFORMS	09/07/2022	48.48	.00	
56-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-090	SAN LIABILITY INS - 2ND QTR F	09/06/2022	172.05	.00	
56-40-42060 INVENTORIED TOOLS							
1659	ACE HARDWARE	36395	BOW RAKE RPLC HNDL, SINGL	08/31/2022	19.16	.00	
56-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36356	SPRAY PAINT, CASTERSTEM	08/25/2022	11.16	.00	
1659	ACE HARDWARE	36380	CM PREM GARDEN HOSE, GAR	08/30/2022	43.76	.00	
1659	ACE HARDWARE	36404	SINGLE CUT KEY BASIC	09/01/2022	10.68	.00	
1659	ACE HARDWARE	36406	SPRAYPAINT 2x S-G BLK	09/01/2022	13.02	.00	
1862	B&D LUMBER & HARDWARE	194385	LYSOL AIR FRESHENER	08/29/2022	8.77	.00	
2358	MID-AMERICAN RESEARCH	0770121-IN	HVY DTY INDUSTRIAL SOLV 05	08/19/2022	405.69	.00	
56-40-46561 COUNTY TIPPING FEE							
3181	COCHISE COUNTY TREASURE	28644	MUNICIPAL/HOUSEHOLD	08/31/2022	22,389.68	.00	
56-40-46562 RECYCLING PROGRAM							
7060	CINTAS	4129934271	UNIFORMS	08/31/2022	33.38	.00	
7060	CINTAS	4130531895	UNIFORMS	09/07/2022	70.33	.00	
1893	LAL ENTERPRISES, INC	62214	TRANSFER STATION	08/31/2022	74.75	.00	
56-40-55200 NON CAP EQUIP PURCHASES							
1848	WASTEQUIP MANUFACTURING	20INV0002113	DUMPSTERS/2-3-4 & YARDS	08/26/2022	32,002.28	.00	
56-40-62002 TIRES							
1854	W R RYAN - FIRESTONE	T25550	HEIL GARBAGE TRUCK/TIRES	08/05/2022	1,120.95	.00	
1854	W R RYAN - FIRESTONE	T25598	GARBAGE TRUCK/TIRES	08/10/2022	771.55	.00	
Total FUND EXPENDITURES:					57,244.17	.00	
Total SANITATION FUND:					57,244.17	.00	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-12300 UNIFORMS & CLOTHING							
6023	PLANET COTTON	114156	EMPLOYEE UNIFORMS	08/18/2022	44.90	.00	
6023	PLANET COTTON	141005R	EMPLOYEE UNIFORM	08/11/2022	194.65	.00	
6023	PLANET COTTON	141193	EMPLOYEE UNIFORM	08/18/2022	49.95	.00	
59-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	48	478 N DART RD-QUEEN MINE	09/01/2022	409.74	409.74	09/06/2022
59-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLX-DOU	D08342021121	DOUGLAS INMATE MILEAGE	12/16/2021	59.03	.00	
59-40-41500 OFFICE SUPPLIES							
6399	WIST OFFICE PRODUCTS	2270281	TONER & SHARPIES	08/30/2022	72.90	.00	
59-40-46591 MERCHANDISE							
6023	PLANET COTTON	114156	T-SHIRTS	08/18/2022	520.35	.00	
6023	PLANET COTTON	141005R	T-SHIRTS	08/11/2022	3,586.41	.00	
6023	PLANET COTTON	141096CM	CREDIT FOR BROKEN MUGS	09/08/2022	16.00-	.00	
6023	PLANET COTTON	141193	T-SHIRTS	08/18/2022	1,848.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
59-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	36349	CLEANER, SPLICING TAPE, FAS	08/25/2022	70.59	.00	
1659	ACE HARDWARE	36423	WELDING ROD, BULBS & FAST	09/07/2022	46.15	.00	
Total FUND EXPENDITURES:					6,887.02	409.74	
Total QUEEN MINE FUND:					6,887.02	409.74	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK RTNTN PO	40000824-090	BUS LIABILITY INS - 2ND QTR F	09/06/2022	37.40	.00	
Total FUND EXPENDITURES:					37.40	.00	
Total BISBEE BUS FUND:					37.40	.00	
CAPITAL IMPROVEMENTS FUND							
99-30-50999 MISC. INCOME							
1840	RICHARD LOTH	5.292899	FOR AN APPLICATION FOR TRA	08/27/2020	300.00	.00	
Total :					300.00	.00	
FUND EXPENDITURES							
99-40-05409 CITY HALL BUILDING							
6122	ALBERT HOPPER, JR., ARCHIT	6	ARCHITECTURAL & ENGINEERI	09/08/2022	2,948.00	.00	
Total FUND EXPENDITURES:					2,948.00	.00	
Total CAPITAL IMPROVEMENTS FUND:					3,248.00	.00	
Grand Totals:					229,671.47	39,989.51	

Dated: _____

Mayor: _____

City Council: _____

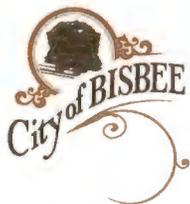
City Recorder: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 20, 2022

Regular Special

DATE ACTION SUBMITTED: <u>September 9, 2022</u>	
REGULAR <input type="checkbox"/>	CONSENT <input checked="" type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON SEPTEMBER 6, 2022 AT 7:00 PM	

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

RECOMMENDATION: **Approve Minutes**

PROPOSED MOTION: **I move to approve the Minutes of the Regular Session of Mayor and Council held on September 6, 2022, at 7:00 PM**

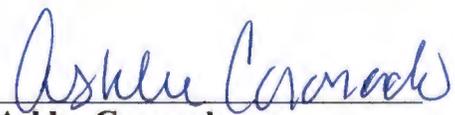
DISCUSSION:

FISCAL IMPACT: **N/A**

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

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

Prepared by: 
Nina Williams,
Deputy City Clerk

Reviewed by: 
Ashlee Coronado
City Clerk

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, SEPTEMBER 6, 2022, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR PRO TEMPORE CLINE AT 7:00PM.

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, Ward III	
Councilmember Joni Giacomino, Ward II	Excused
Councilmember Frank Davis, Ward I	
Mayor Ken Budge	Excused
Councilmember Leslie Johns, Ward I	
Councilmember Mel Sowid, Ward II	
Councilmember Anna Cline, Ward III, Mayor Pro Tempore	

STAFF

Stephen J. Pauken, City Manager
Ashlee Coronado, City Clerk
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY

Joseph Estes

INVOCATION: Mayor Pro Tempore Cline asked for a moment of silence to reflect on the good fortune that we have to live in this community where neighbors care about each other, look out for each other and for the good fortunes that we have in our life.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

CALL TO THE PUBLIC

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

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$249,016.66

SECOND: Councilmember Johns

Councilmember Sowid asked a question about accounts payable, and staff responded to his question.

ROLL CALL VOTE

AYES: Councilmember Hill, Davis, Johns, Sowid, and Mayor Pro Tempore Cline

NAYS: 0

MOTION PASSED: AYES- 5 NAYS-0

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on August 16, 2022.

Ashlee Coronado, City Clerk

- B. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, September 11, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- C. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, September 18, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- D. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, September 25, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- E. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, October 2, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- F. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, October 9, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- G. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, October 16, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- H. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, October 23, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- I. Approval of an Application for an Extension of Premises/Patio Permit submitted by Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, Arizona on Sunday, October 30, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- J. Approval of a Liquor License Application for Taqueria Outlaw Located at 78 Main Street, Bisbee, Arizona; Michael Joseph Clements, Applicant.

Ashlee Coronado, City Clerk

- K. Approval of a Special Event Liquor License Application submitted by Healthy Bisbee Inc. for an event to be held at 16 Erie Street Bisbee, AZ on Friday, October 21, 2022, from 6:00pm to 9:00pm.

Ashlee Coronado, City Clerk

- L. Approval of a Special Event Liquor License Application submitted by Healthy Bisbee Inc. for an event to be held at 32 Erie Street Bisbee, AZ on Saturday, October 22, 2022 and Sunday, October 23, 2022, from 10:00am to 5:00pm.
Ashlee Coronado, City Clerk

MOTION: Councilmember Davis moved to approve the Consent Agenda A-L.
SECOND: Councilmember Sowid

ROLL CALL VOTE

AYES: Councilmember Hill, Davis, Johns, Sowid, and Mayor Pro Tempore Cline
NAYS: 0
MOTION PASSED: AYES- 5 NAYS-0

OLD BUSINESS

- 3. Discussion and Possible Approval of Ordinance O-22-10; Amending the City Code Article 6, Adopting a new section 2.15 Dogs at Large Prohibited, for the purpose of regulating at Large Dogs within the City.

Joe Estes, City Attorney

Mr. Estes said this was the second reading of the proposed ordinance which essentially establishes a leash law in Bisbee for dogs.

MOTION: Councilmember Davis moved to approve Ordinance O-22-10 Amending the City Code Article 6, Adopting a new section 2.15 Dogs at Large Prohibited, for the purpose of regulating at Large Dogs within the City.
SECOND: Councilmember Johns

ROLL CALL VOTE

AYES: Councilmember Hill, Davis, Johns, Sowid, and Mayor Pro Tempore Cline
NAYS: 0
MOTION PASSED: AYES- 5 NAYS-0

- 4. Discussion and Possible Approval to go into the Board of Appeals for the Building Code with a Public Hearing to render a decision on the appeal filed by Deborah Hall and Paul Till, property owner of 118 Tombstone Canyon and Discussion and Possible Approval to come out of the Board of Appeals for the Building Code.

Joe Ward, Building Inspector / Code Enforcement

MOTION: Councilmember Davis moved to go into the Board of Appeals for the Building Code with a Public Hearing to render a decision on the appeal filed by Deborah Hall and Paul Till, property owner of 118 Tombstone Canyon.

SECOND: Councilmember Sowid
MOTION PASSED: UNANIMOUSLY

Mr. Ward said what they were proposing was very reasonable and Mr. Lounsbury did a nice job with the design. He recommended approval.

MOTION: Councilmember Davis moved to reverse the determination and accept the recommendation to approve.

SECOND: Councilmember Johns
MOTION PASSED: UNANIMOUSLY

MOTION: Councilmember Davis moved to come out of the Board of Appeals for the Building Code.
SECOND: Councilmember Johns
MOTION PASSED: UNANIMOUSLY

NEW BUSINESS

- 5. Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-22-12; accepting the transfer of real property from Southeast Arizona Renovations LLC, located at 103 D Street, Bisbee.
Stephen Pauken, City Manager

Mr. Pauken said this property was located in Saginaw, it was the fifth single family dwelling unit that was under renovation with the partnership that the city has with Step-Up Bisbee/Naco and Southeast Arizona Renovations LLC. This ordinance will transfer ownership to the city.

MOTION: Councilmember Johns moved to approve the Notice of Intent to adopt Ordinance O-22-12, Accepting the transfer of real property from Southeast Arizona Renovations LLC, located at 103 D Street, Bisbee.

SECOND: Councilmember Davis

ROLL CALL VOTE

AYES: Councilmember Hill, Davis, Johns, Sowid, and Mayor Pro Tempore Cline

NAYS: 0

MOTION PASSED: AYES- 5 NAYS-0

- 6. Discussion and Possible Approval to add 1,332 square feet of land to the property located at 1 Cochise Row.
Matthew Gurney, Public Works Director

Mr. Dodd, Public Works Operations Manager said this would increase the lot size and curb appeal to the property at 1 Cochise Row that was a part of the Workforce Housing Program. We would be adding twelve feet of width on one side and one hundred and eleven feet on the length. This will make it a forty-two-foot size lot.

Council asked questions about the property. Mr. Dodd responded to each question.

Mr. Pauken explained the reasoning of adding the square footage to the property.

MOTION: Councilmember Davis moved to approve to add an additional 1,332 sq. ft. of land to #1 Cochise Row.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

- 7. Discussion and Possible Approval of a Notice of Intent to Adopt Ordinance O-22-13; Authorizing a utility easement to Arizona Public Services Company located near 118 Walsh Avenue.
Matthew Gurney, Public Works Director

Mr. Dodd, Public Works Operations Manager said APS would like to put a new light pole in there. He explained where the location would be.

Council requested additional information as to who had requested this light pole to be installed.

MOTION: Councilmember Johns moved to table.

SECOND: Councilmember Davis

MOTION PASSED: UNANIMOUSLY

- 8. Discussion and Possible Approval of 2 Governor’s Office of Highway Safety grants; #2023-AL-008 Project DUI/Impaired Driving Enforcement in the amount of \$14,500 and Governor’s Office of Highway Safety Grant #2023-PTS-008 Project STEP Enforcement in the amount of \$19,688.00 for a total of \$34,188.00.

Timothy Cox, Chief of Police

Chief Cox explained these grants were for upcoming fiscal year 2023 to enable the police department to continue their partnership with the Governor’s Office of Highway Safety. He also, explained what the grants would allow them to do.

Council asked questions about the grants. Chief Cox responded to each question.

MOTION: Councilmember Johns moved to approve 2 Governor’s Office of Highway Safety Grant #2023-AL-008 Project DUI/Impaired Driving Enforcement in the amount of \$14,500 and Governor’s Office of Highway Safety Grant #2023-PTS-008 Project STEP Enforcement in the amount of \$19,688.00 for a total of \$34,188.00.

SECOND: Councilmember Davis

ROLL CALL VOTE

AYES: Councilmember Hill, Davis, Johns, Sowid, and Mayor Pro Tempore Cline

NAYS: 0

MOTION PASSED: AYES- 5 NAYS-0

9. City Manager's Report:

- Mr. Pauken spoke regarding the League Conference he attended this year.

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

ADJOURNMENT:

MOTION: Councilmember Davis moved to adjourn the meeting.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 7:30PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 29, 2022

Regular Special

DATE ACTION SUBMITTED: October 29, 2022

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **APPROVAL OF A PARK, FACILITY AND RIGHT OF WAY USE PERMIT FOR THE USE OF HOWELL AVENUE IN FRONT OF THE COPPER QUEEN HOTEL FOR A HALLOWEEN STREET PARTY SATURDAY, OCTOBER 29, 2022, FROM 6PM TO 1AM**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approval of the Permit

PROPOSED MOTION: I move that we approve the Park, Facility and Right-of-Way Use Permit for the Use of Howell Avenue in front of the Copper Queen Hotel for a Halloween Street Party, Saturday, October 29, 2022, from 6:00pm to 1am.

DISCUSSION:

Copper Queen Hotel has submitted a Park, Facility and Right of Way Use Permit for the Use of Howell Avenue in front of the Copper Queen Hotel for a Halloween Street Party Saturday, October 29, 2022, from 6:00pm to 1am.

Staff has reviewed the Permit and recommends approval.

The \$50.00 refundable deposit is required. All other fees will be paid prior to the event.

FISCAL IMPACT: \$104.56

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: NA

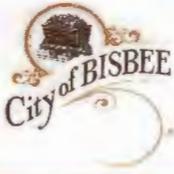
Prepared by: *Nina Williams*
Nina Williams,
Deputy City Clerk

Reviewed by: *Ashlee Coronado*
Ashlee Coronado,
City Clerk

RECEIVED

SEP 09 2022

City Clerk's Office
City of Bisbee



Public Works / Park & Recreations Department
76 Erie Street – P.O. Box 4601 – Bisbee, AZ 85603-4601
(520) 432-6002 LValdez@BisbeeAZ.gov

PERMIT NO: 57-22

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

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

APPLICANT INFORMATION:

Date: 9.8.22 (Event Date: 10.29.22)

Name and Title (If Applicable): P.O. Box CQ, Bisbee, AZ 85603

Organization Name (If Applicable): Copper Queen Hotel

Applicant or Organization Mailing Address

Phone: 619-832-6831 Contact Name and Phone # during event:

Email Address: rhino@copperqueen.com

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

EVENT INFORMATION:

Event Name: Halloween Street Party Expected Attendance:

Event Date(s): 10.29.22 Start Time: 6:00 PM End Time: 1:00 AM

Event Location and Address: 11 Howell Avenue, Bisbee, AZ 85603

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

Description of Event and Activities (If more space is needed attach a separate sheet): Block Party w/ street bar. (for which we will have an extended use permit from the liquor board) street will have removable fences for only emergency vehicles or people who need to get thru. The DJ will be located on Hotel property.

SERVICES REQUESTED FROM THE CITY OF BISBEE:

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

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

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

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

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

Parks/ Public Works Personnel \$25.00/ hr. per person

Water Access- Parks \$25.00

No Parking Signs, access to facility/ band shell/ restrooms etc. \$1.50 per sign Note: Road Closed Signs/ Barriers must be supplied by Applicant.

Operations Plans \$100 minimim (personnel hours including ERE's)

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

\$35.00 non-commercial or \$65.00 commercial permit fee paid before permit is processed.

\$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.

Business License/ Special Event License fee of \$39.56 must be paid before permit is processed- where there is a promotor sub-letting booth space to vendors, the promotor will pay a fee of \$39.56 and \$6.00 per vendor per day (must be submitted prior to the event). The promotor is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promotor and all vendors via their State tax forms.

County Health Department Food Permit must be attached If serving food or having food vendors. Health Department can be contacted at 520-432-9400 for more information (This is not a food handler's certificate).

Special Event Liquor License Application submitted to the City Clerk's office – required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Phoenix Office). The Sale of or consumption of alcohol beverages must be approved by the City Council.

Copy of flyers or promotional material associated with this event.

NOTES:

- 1.) THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.
- 2.) NO PARTY OF MORE THAN 50 PEOPLE, MAY NOT TAKE PLACE WITHOUT THE APPROPRIATE PERMITS.

TOTAL FEES:	TOTAL ADDED FEES:	TOTAL SUBMITTED:
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SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT

Applicant shall indemnify, defend, save and hold harmless the City of Bisbee and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is

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

PERMIT HOLDER INITIALS _____ DATE: _____

FOR CITY USE ONLY

Police Department Approval Yes No Initials _____ Date _____

Remarks _____

Public Works Approval Yes No Initials _____ Date _____

Remarks _____

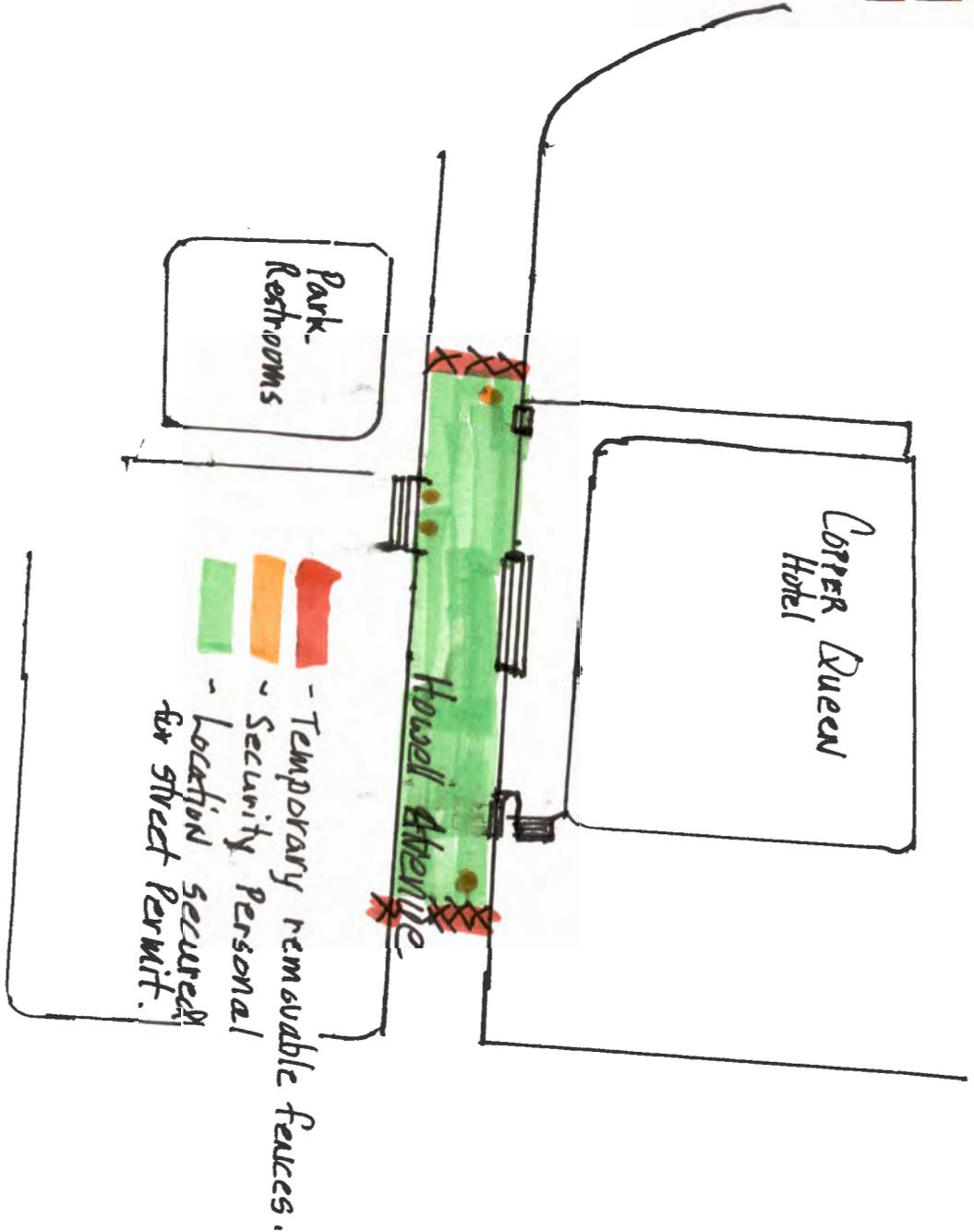
Fire Department Approval Yes No Initials _____ Date _____

Remarks _____

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

With conditions as noted:

N



NOTE:
SHOW DIMENSIONS, SERVING AREAS, AND LABEL TYPE OF ENCLOSURE AND SECURITY POSITIONS.
SHOW NEAREST CROSS STREETS, HIGHWAY, OR ROAD IF LOCATION DOESN'T HAVE AN ADDRESS.

PARK, FACILITY AND SPECIAL EVENT FEES

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

<input type="checkbox"/>	SPECIAL EVENT PROMOTER (PER-DAY)	\$39.56
<input type="checkbox"/>	SPECIAL EVENT VENDOR (PER-DAY)	\$6.00
<input type="checkbox"/>	POLICE OFFICER/ PERSONNEL/ POLICE UNIT	\$40.00 per-day, per vehicle + employee OT rate and ERE's
<input type="checkbox"/>	PERMIT FEE NON- COMMERCIAL	\$35.00
<input type="checkbox"/>	PERMIT FEE COMMERCIAL	\$65.00
<input type="checkbox"/>	REFUNDABLE DEPOSIT	\$50.00
<input type="checkbox"/>	BEER PERMIT NON-COMMERCIAL ONLY	\$25.00
<input type="checkbox"/>	WATER ACCESS - PARKS	\$25.00
<input type="checkbox"/>	ELECTRICITY ACCESS - PARKS	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
<input type="checkbox"/>	ELECTRICITY ACCESS - BANDSHELL (CITY PARK)	ACTUAL COST (PUBLIC WORKS DEPARMENT WILL CALCULATE THE COST)
<input type="checkbox"/>	PARKS - PUBLIC WORKS PERSONNEL	\$25.00/HR. PER PERSON
<input type="checkbox"/>	DUMPSTER 1 DAY	\$150.00 EACH
<input type="checkbox"/>	DUMPSTER PICK UP AFTER HOURS	\$125.00 EACH
<input type="checkbox"/>	DUMPSTER PICK UP- HOLIDAY & WEEKENDS	\$125.00 EACH
<input type="checkbox"/>	TRASH CART RENTAL	\$26.00 EACH
<input type="checkbox"/>	"NO PARKING" SIGNS	\$1.50 PER SIGN
<input type="checkbox"/>	VENDOR FEES	\$6.00
<input type="checkbox"/>	OPERATIONS PLAN	\$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)



Copper Queen Hotel

July 24, 2022

Copper Queen Hotel
11 Howell Avenue
Bisbee, AZ 85603

Dear City of Bisbee:

My name is Helen Lampinen, I'm the current owner, and officer of the Copper Queen Hotel. I am requesting that Chris Rinehart be authorized to represent the Copper Queen Hotel, to submit for permits or represent the Copper Queen Hotel with matters associated with the Copper Queen Hotel.

Respectfully

Helen Lampinen



Notary:

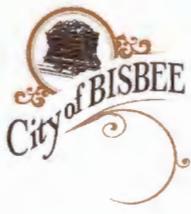
SIGNED AND WITNESSED THIS 8th day of July, 2022

MY COMMISSION EXPIRES: 01/28/2023

HALLOWEEN STREET PARTY
COPPER QUEEN HOTEL
HOWELL AVE
FEE SCHEDULE
October 29,2022

Permit Fee	\$ 65.00
Special Event License	<u>\$ 39.56</u>
TOTAL	\$104.56
Deposit	\$ 50.00

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



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: November 26, 2022

Regular Special

DATE ACTION SUBMITTED: November 26, 2022

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **Approval of a Special Event Liquor License Application submitted by Bisbee Pride Inc. for an event to be held at 401 Cole Ave, Bisbee, AZ on Saturday, November 26, 2022, from 4:00pm to 11:00pm**

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve the Special Event Liquor License Application

PROPOSED MOTION: I move to Approve the Special Event Liquor License Application submitted by Bisbee Pride Inc. for an event to be held at 401 Cole Ave, Bisbee, AZ on Saturday, November 26, 2022, from 4:00pm to 11:00pm.

DISCUSSION:

Bisbee Pride Inc. has requested approval of a Special Event Liquor License Application for an event to be held at 401 Cole Ave, Bisbee, AZ on Saturday, November 26, 2022, from 4:00pm to 11:00pm.

Bisbee Pride Inc. has indicated liquor sales and pull conducted within premises of business. Controlled entry and exit points. Security at entry and exit points. There will be two (2) Security Personnel. Over 21 Event.

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: *Nina Williams*
Nina Williams
Deputy City Clerk

Reviewed by: *Ashlee Coronado*
Ashlee Coronado
City Clerk



Arizona Department Liquor License and Control
 800 W Washington St. 5th Floor
 Phoenix, AZ 85007-2934
azliquor.gov

602-542-5141

DLLC USE ONLY

Job #:
Date Accepted:
CSR:
License #:

**SPECIAL EVENT LICENSE APPLICATION
 FEE \$25.00 PER DAY**

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852
 1-10 days consecutive days only, Cash, Checks or Money Orders Only

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Ramon M Garcia
2. Applicant's mailing address: 105 Park Ave, Bisbee, AZ 85603
Street City State Zip
3. Applicants home/cell phone: 520-336-7768 Applicant's business phone: _____
4. Applicant's email address: rmgarcia1969@gmsil.com

SECTION 2 Name of Non-Profit Organization, Candidate or Political Party/Gov.: Bisbee Pride, Inc.

SECTION 3 Non-Profit/IRS Tax Exempt Number: 47-1664412

SECTION 4 Event Location: 401 Cole Ave, Bisbee, AZ 85603

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Nov. 26, 2022</u>	<u>Saturday</u>	<u>4:00 pm</u>	<u>11:00 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

0 Number of Police 2 Number of Security Personnel Fencing Barriers

Explanation: Seance Dinner, Show, and Party. Event limited to 50 attendees. Liquor sales and pull conducted within premises of business. Controlled entry/exit points. Security at entry/exit points. Over 21 event.

SECTION 7 Will this event be held on a currently licensed premises and within the already approved premises?

Yes No If yes, Local Governing Body signature is not required.

Name of Business

License Number

Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

SECTION 9 What is the purpose of this event?

On-site consumption Off-site (auction/wine/distilled spirits pull) Both

SECTION 10

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

Yes No If yes, attach explanation.

2. How many special event days have been issued to this organization during the calendar year? 4

3. Is the Organization using the services of a Licensed Contractor? '

Yes No If yes, please provide the Name of the Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

Yes No If yes, please provide the Name of Licensee: _____ License #: _____

5. The applying non-profit organization must receive 25% of the gross revenues of the total liquor sales. List the names of the individuals or organizations who will receive the rest of the proceeds, **MUST EQUAL 100%**.

Name: Bisbee Pride, Inc. Percentage: 25%

Address: 105 Park Ave., Bisbee, AZ 85603
Street City State Zip

Name: Greenway Manor Percentage: 75%

Address: 105 Park Ave., Bisbee, AZ 85603
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

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

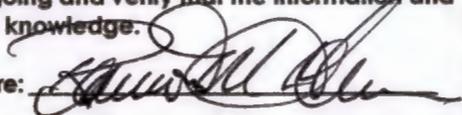
SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

SIGNATURE

I, (Print Full Name) Ramon M Garcia hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

GOVERNING BOARD

Date Received: 9-12-2022

I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

On behalf of _____ Signature _____ Date _____ Phone _____
(City, Town, County)

DLLC USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

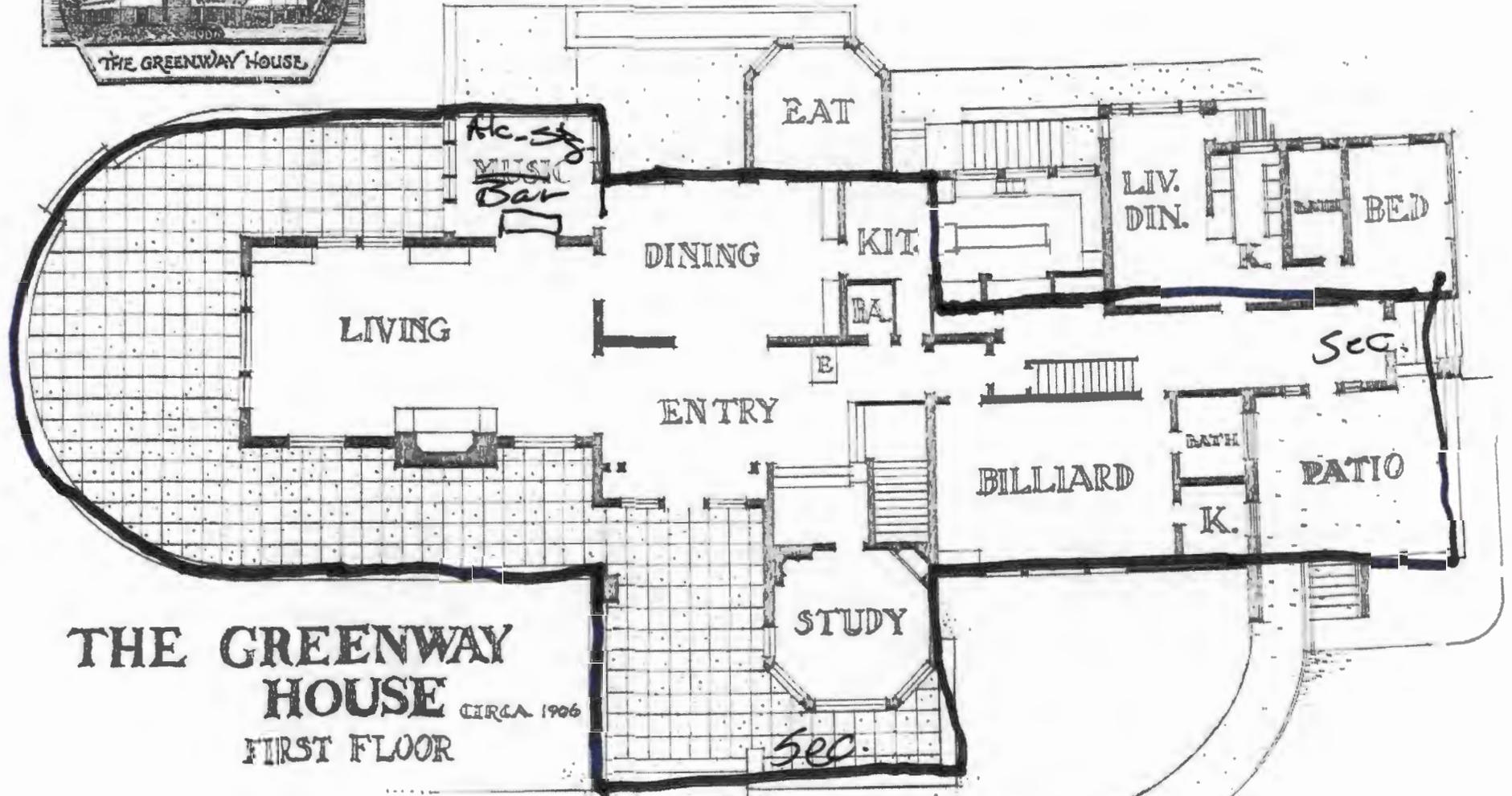
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees: enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.



THE GREENWAY HOUSE
CIRCA 1906
FIRST FLOOR



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **September 20, 2022**

Regular Special

DATE ACTION SUBMITTED: September 8, 2022

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: **Discussion and Possible Approval of Ordinance O-22-12, accepting the Transfer of real property from Southeast Arizona Renovations LLC, located at 103 D Street, Bisbee.**

FROM: Stephen Pauken, City Manager

RECOMMENDATION: Approve Ordinance O-22-12

PROPOSED MOTION: I move that we approve Ordinance O-22-12, Accepting the transfer of real property from Southeast Arizona Renovations LLC, located at 103 D Street, Bisbee.

DISCUSSION:

Southeast Arizona Renovations, LLC wishes to transfer ownership of the properties located at 103 D Street, Bisbee to the City of Bisbee.

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

FISCAL IMPACT: \$TBD

DEPARTMENT LINE-ITEM ACCOUNT: Multiple Impacts

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
Stephen Pauken
City Manager

ORDINANCE O-22-12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE ACCEPTANCE OF A TRANSFER OF REAL PROPERTY LOCATED AT 103 D ST, FROM SOUTHEAST ARIZONA RENOVATIONS LLC TO THE CITY OF BISBEE

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

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

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

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

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

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

Parcel 103-68-042, Saginaw Lot 103 Blk 4, aka 103 D St, Bisbee, AZ

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this ____ day of September, 2022.

APPROVED:

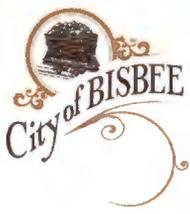
Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 20, 2022

Regular Special

DATE ACTION SUBMITTED: 08/22/2022

REGULAR **CONSENT**

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

SUBJECT: Discussion and possible approval of a Notice of Intent to Adopt Ordinance O-22-13; Authorizing a utility easement to Arizona Public Services Company located near 118 Walsh Ave.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve utility easement on 118 Walsh Ave. with Arizona Public Service (see Exhibit A and B).

PROPOSED MOTION: I move to approve the Notice of Intent to Adopt Ordinance O-22-13; Authorizing a utility easement to Arizona Public Services Company located near 118 Walsh Ave.

DISCUSSION

APS is requesting a utility easement for a light replacement near 118 Walsh Ave.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: 
Matthew Gurney
Public Works Director

Reviewed by: 
Stephen Paulsen
City Manager

**Notice of Intent
ORDINANCE O-22-13**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF
BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING A
UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY
LOCATED NEAR 118 WALSH AVENUE**

WHEREAS, the Mayor and Council of the City of Bisbee have determined that it is in the best interest of the city to grant a permanent easement for the installation and maintenance of power poles and lights to Arizona Public Service Company; and

WHEREAS, section 7.05 (a) (8) of the City Charter provides that matters related to real property shall be done by Ordinance; and

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

Section 1: The City of Bisbee grants the easement unto Arizona Public Service Corporation under the terms and conditions set forth in the Utility Easement attached hereto as Exhibit A.

Section 2: The executed Utility Easement shall be recorded at the Cochise County Recorders Office.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2022.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C.

Exhibit A

NW¼-9-23S-24E
APN 103-63-120
SE-21-03
WA550872
JEF-DJO

BISBEE-APS UTILITY EASEMENT

THE CITY OF BISBEE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Cochise County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY) AS RECORDED IN INSTRUMENT NUMBER 1995-02680 C.C.R.

PARCEL I

Those portions of Block 14, of BISBEE TOWNSITE, in Cochise County, State of Arizona, as shown upon the official map thereof, made by H.W. JORGENSEON, January 1905, and on file and of record in the office of the County Recorder of said Cochise County, Arizona, particularly described as follows, to wit:

1. Lot 10 and a portion of Lot 45, all enclosed within that parcel described as beginning at the Southeast corner of said Lot 10;

THENCE North 51 degrees 00 minutes West, a distance of 74.54 feet;

THENCE North 39 degrees 36 minutes East, a distance of 30.60 feet;

THENCE south 53 degrees 57 minutes East, a distance of 70.24 feet;

THENCE South 32 degrees 12 minutes West, a distance of 34.56 feet to beginning.

2. Lot 2; and Lot 1, except the portion conveyed by Deed recorded May 15, 1933 in Book 114 Deeds, page 271, being a parcel described as beginning at the Southeast corner of said Lot 1;

THENCE Northeasterly along the West side of Brewery Ave, a distance of 25 feet to the corner of the building;

THENCE Westerly 26 feet to a wall on Walsh Ave., a distance of 29 feet to a point on Walsh Ave., and the South line of Lot 21, which is 25 feet 10 inches from the POINT OF BEGINNING;

THENCE Southeasterly along said Walsh Ave., and South line of Lot 1, 25 feet 10 inches to the POINT OF BEGINNING.

Lot 3, except that portion described as:

BEGINNING at the Southwest corner of Lot 3;

THENCE South 78 degrees 42 minutes East, a distance of 4.35 feet to a point on the South line of Lot 3;

THENCE North 28 degrees 08 minutes East, a distance of 54.22 feet to a point on the North line of Lot 3;

THENCE North 46 degrees 13 minutes West, a distance of 4.47 feet to a point on the East line of Lot 4 in said Block;

THENCE South 28 degrees 08 minutes West, a distance of 57.03 feet to the Southwest corner of Lot 3.

3. A portion of said Block 14 lying between Lots 1, 2, and 3, and particularly described as;
BEGINNING at the Southwest corner of Lot 1, Block 14;

THENCE North 25 degrees 22 minutes East, a distance of 36.75 feet to the Northwest corner of Lot 1;

THENCE North 40 degrees 20 minutes West, a distance of 38.41 feet. to the Southwest corner of Lot 2;

THENCE North 12 degrees 02 minutes East, a distance of 8.91 feet: to a point on the West line of Lot 2;

THENCE South 28 degrees 08 minutes West, a distance of 17.10 feet to a point on the North line of Lot 3;

THENCE 46 degrees 13 minutes East, a distance of 32.52 feet to the Northeast corner of Lot 3,

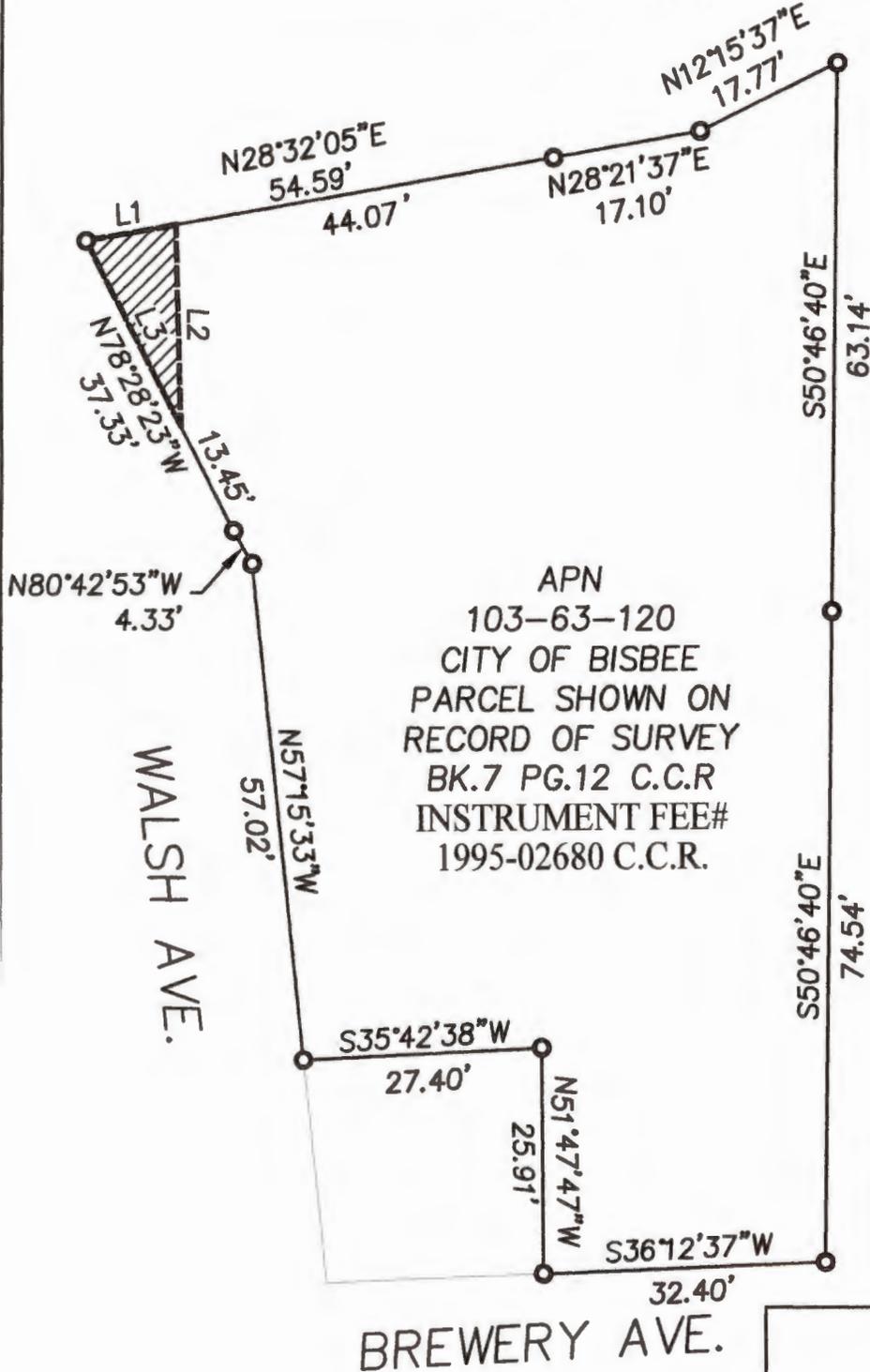
THENCE South 20 degrees 40 minutes West, a distance of 35.21 feet to the Southeast corner of Lot 3;

THENCE South 78 degrees 42 minutes East, a distance of 4.82 feet to the Southwest corner of Lot 1 and
the POINT OF BEGINNING.

EXHIBIT "B"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND LIMITS OF UTILITY EASEMENT.



L#	BEARING	DISTANCE
L1	N28°32'05"E	10.51'
L2	S52°40'51"E	23.11'
L3	N78°28'23"W	23.88'

LEGEND

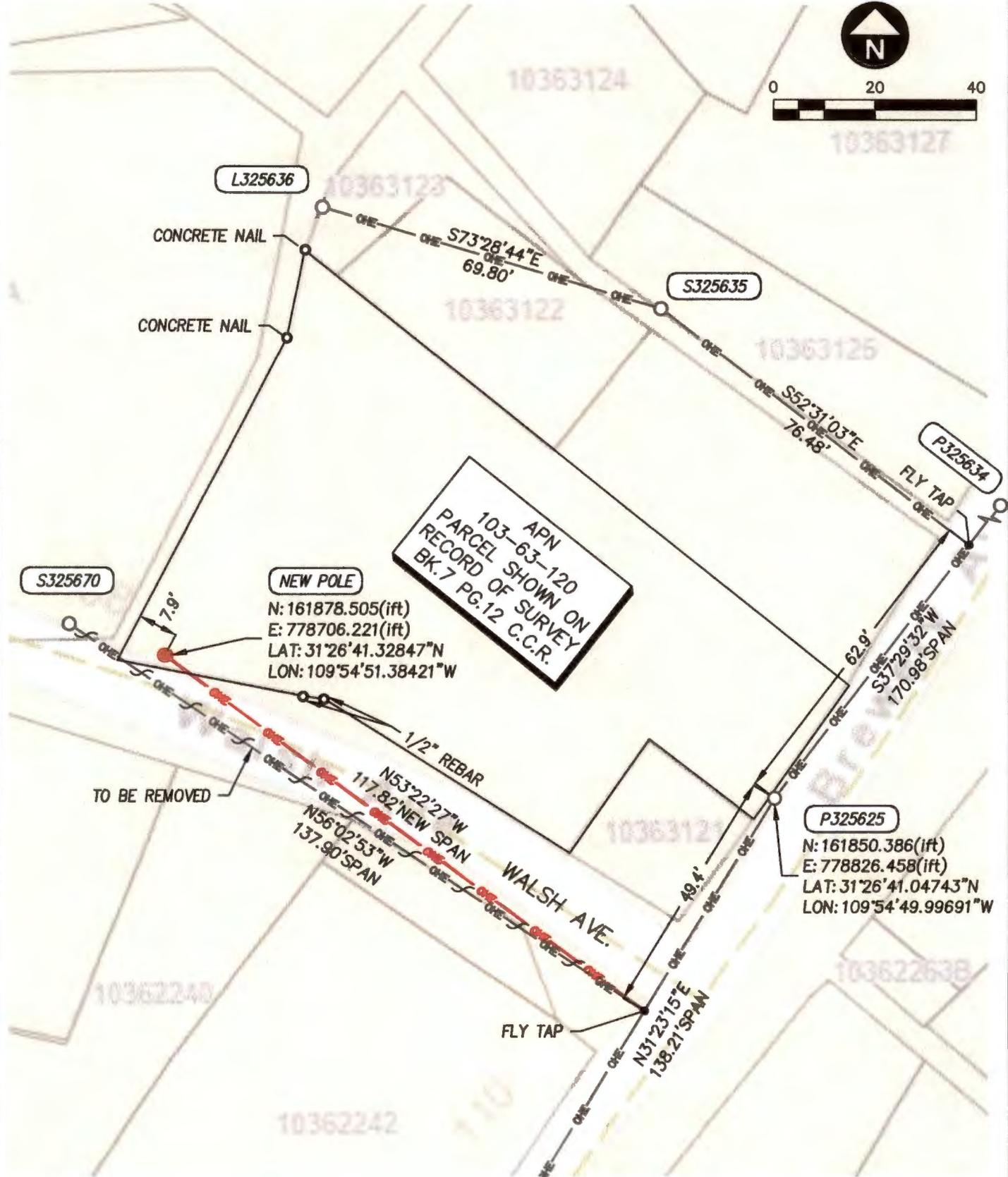
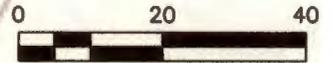
- PARCEL CORNER
- PARCEL BOUNDARY
- ▨ PROPOSED EASEMENT AREA



NW 1/4 SEC. 09 T 23S R 24E
SURVEY FERGUSON LAND SERVICES
DRAWN: JWS VERSION: 1
DATE: 06-15-22 JOB NO. WA550872
SCALE: 1"=20' SHEET: 1 OF 1



ARIZONA PUBLIC SERVICE COMPANY
SURVEY NOTES





REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 20, 2022

Regular Special

DATE ACTION SUBMITTED: September 14, 2022

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: Discussion and Possible Approval of Resolution R-22-15; Authorizing the Adoption of Owner-Occupied Housing Rehabilitation Guidelines in relation to an application for Colonias CDBG Set-Aside Funds.

FROM: Stephen Pauken, City Manager
Melissa Hartman, City Planner

RECOMMENDATION: Approve Resolution

PROPOSED MOTION: I move to approve Resolution R-22-15, Authorizing the Adoption of Owner-Occupied Housing Rehabilitation Guidelines in relation to an application for Colonias CDBG Set-Aside Funds

DISCUSSION:

Approval of this Resolution would Adoption of Owner-Occupied Housing Rehabilitation Guidelines in relation to an application for Colonias CDBG Set-Aside Funds. This will be used to implement the CDBG funded housing rehabilitation program.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
Stephen Pauken
City Manager

**ADOPTION OF OWNER OCCUPIED HOUSING
REHABILITATION GUIDELINES
RESOLUTION NO.:R-22-15**

A RESOLUTION OF CITY OF BISBEE, COUNTY OF COCHISE, AUTHORIZING THE ADOPTION OF OWNER OCCUPIED HOUSING REHABILITATION GUIDELINES DATED SEPTEMBER 13, 2022 IN RELATION TO AN APPLICATION FOR FY2021/2022 COLONIAS SET-ASIDE STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR OWNER OCCUPIED HOUSING REHABILITATION ACTIVITY.

WHEREAS, the City of Bisbee is desirous of undertaking an owner occupied housing rehabilitation program; and

WHEREAS, this program is anticipated to be funded with Community Development Block Grant Program (CDBG) funds provided by the State of Arizona CDBG Program, and

WHEREAS, the State CDBG Program requires that every local government requesting CDBG funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, the City of Bisbee has developed such owner occupied housing rehabilitation guidelines (HRGs), dated September 13, 2022 which have been pre-approved by the CDBG Program;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Council of the City of Bisbee hereby adopt such HRGs, dated September 13, 2022, which shall be used to implement its CDBG-funded housing rehabilitation program funded through FY 2021/2022 Colonias Set-Aside CDBG funds; and

THAT, the City of Bisbee shall utilize such HRGs, without revisions, except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG Program's CD-1 Form; with such revisions submitted to the CDBG Program within a maximum of 10 working days of authorization.

Passed and adopted by the *Mayor and Council of Bisbee*, Arizona this 20th day of September, 2022.

Ken Budge, Mayor

ATTEST:

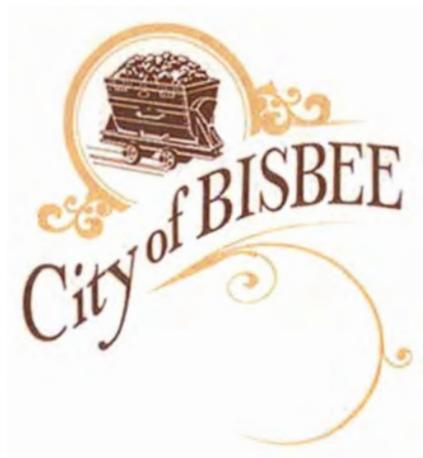
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joe Estes, City Attorney

City of Bisbee, Arizona

Owner-Occupied Housing Rehabilitation Guidelines Community Development Block Grant Program Guidelines 9/13/2022



City of Bisbee
Bisbee, AZ 85603

In Partnership with:



Photos by: Stephen Pauken
City of Bisbee City Manager

Table of Contents

Page Number

Introduction to Bisbee's Housing Rehab Guidelines.....	1
1. Program Design/Purpose.....	3
2. Eligibility Requirements	3
3. Funding Sources.....	4
4. Loan Servicing Policies.....	4
4.1. Deferred payment/forgivable loans.....	4
4.2. Exception to the Maximum.....	5
4.3. Recapture Period.....	5
4.4. Loan Subordination.....	5
5. Revolving Fund/Program Income.....	5
6. Income Verification.....	6
7. Method for Determining After Rehabilitation Value.....	6
8. Geographic Area.....	7
9. Rehabilitation Assistance Plans	7
9.1. Emergency Minor Housing Repair.....	8
9.2. Moderate Rehabilitation Program.....	8
9.3. Rehabilitation Standards and Specifications	9
9.4. Promoting Green Technologies.....	9
9.5. Energy Efficiency Requirements.....	9
9.6. Lead Based Paint Requirements.....	9
10. Temporary Relocation.....	10
11. Housing Maintenance and Homeownership Education.....	10
12. Housing Rehabilitation Specialist.....	10
13. Marketing.....	12
14. Application Process.....	12
15. Work Write-up.....	13
15.1 Cost Estimates.....	13
16. Pre-Ccnstruction Process and Timelines.....	13
17. Procurement, Bidding and Contractor Selection.....	13
18. Bid Awards.....	14
19. Delays in Awarding the Contract	15
20. Execution/Recordation of Documents and Pre-Construction Conference.....	15
20.1 Work by Homeowner.....	16
20.2 Property Inspections.....	16
20.3 Change Orders.....	16
20.4 Payments.....	16
21. Warranties and Acceptance of work by Homeowner.....	17
22. Fair Labor Standards Act.....	17
23. Housing Maintenance Counseling and Homeownership Education.....	17
24. Grievance Procedures and Appeals	17
25. Conflicts of Interest.....	17
26. Forms.....	18



INTRODUCTION TO THE CITY OF BISBEE

OWNER OCCUPIED HOUSING REHABILITATION GUIDELINES

Southeastern Arizona Governments Organization (SEAGO) is the regional Council of Governments for Southeastern Arizona, which includes Cochise, Graham, Greenlee and Santa Cruz Counties. SEAGO's Community Development Department administers the rural Community Development Block Grant (CDBG) program for this region, including the City of Bisbee.

Using Community Development Block Grant (CDBG) funds to effectively address housing and community development need in rural area Arizona, requires strong partnerships. This Partnership consists of The Department of Housing (ADOH) and the Council of Governments (COGS), and local governments and nonprofit organizations in the region.

SEAGO has taken on the task of creating Housing Rehabilitation Guidelines as a first step towards the creation of an Owner-Occupied Housing Rehab (OOHR) program for Bisbee. The OOHR program will be funded with CDBG monies, appropriated each year by Congress for the Housing and Urban Development Department and administered for rural Arizona by the Arizona Department of Housing. CDBG funds are required to benefit low-to-moderate income persons or households, defined as 80% or less than the median income of the area according to the latest available data from the US Census and/or American Community Survey.

How it works: Homeowners who wish to participate in the program will be required to demonstrate that they meet the low-to-moderate income requirements of the program; that their home is in need of repair and/or rehabilitation; and that they live full time in the home. A waiting list of eligible applicants will be maintained by the City with the help of SEAGO for when funding becomes available; the City will apply for CDBG grants to make the repairs; SEAGO will assist in preparing an Environmental Review Record for the home as required by the CDBG program; a qualified building professional will develop a detailed scope of work and cost estimate. When the repairs are complete, the homeowner will agree to a lien on the property with a 100% forgivable loan that will decrease by 20% each year until after five years the loan is forgiven entirely and the lien on the property is lifted. This is to ensure that the requirement that the homeowner resides in the home full time is met, and that the owner is not using the funds to fix and then "flip" the house. *Note: CDBG-funded rehabs of \$15,000 or less are exempt from this requirement and will be treated as grants.*

SEAGO will provide technical assistance to the City, homeowners, and contractors in making this an effective program and to ensure the homeowners' needs are met.

Bisbee Arizona is uniquely qualified to have success with this program. Bisbee is a town of just over 5,000 in population with a housing stock that is mostly well over 100 years old.

Many of Bisbee's homeowners are on fixed incomes and cannot afford major home repairs. Upkeep of these homes can be challenging for homeowners in general, even more so due to impacts from the COVID pandemic. Regular home maintenance is often left undone in times of economic insecurity, while many homeowners are struggling simply to keep their homes. Development of an Owner-Occupied Housing Rehabilitation program with consistent guidelines, goals, and methods will enable Bisbee to tap into federal grant funding, enabling homeowners to make the sorts of repairs to their homes that might otherwise be out of reach.

Repair and rehabilitation of Bisbee's historically significant housing stock will be rewarding, community building work. Such work will contribute jobs and wages to the local economy for local partners and tradesmen who know the issues of these homes. It will also improve the character and appearance of neighborhoods, build neighborhood pride and community spirit, and perhaps most importantly, preserve these valuable resources for future generations.



1. PROGRAM DESIGN/PURPOSE

The purpose of the City of Bisbee's Owner-Occupied Housing Rehabilitation (OOHR) program is to benefit very low, low, and moderate-income homeowners within the incorporated limits of the City of Bisbee by:

1. Eliminating health and safety hazards in homes.
2. Correcting building code violations.
3. Preserving the quality, longevity and appearance of the housing stock.
4. Helping homeowners address accumulated deferred home maintenance projects.
5. Enhancing occupants' health and increasing community resilience through the weatherization of homes.

2. ELIGIBILITY REQUIREMENTS

1. The property to be rehabilitated shall be located in the incorporated area of the City of Bisbee. The property shall not be located within a Special Flood Hazard area.
2. The Housing Rehabilitation Program shall assist very low, low, and moderate-income families as defined by the U.S. Housing and Urban Development Department.
3. The property shall be owner occupied for at least twelve (12) months prior to rehabilitation and shall be the owner's primary, full-time residence.
4. The rehabilitation of the home must be feasible within the time and monetary constraints of the program.
5. The applicant shall have a verifiable income that falls below 80% of the area median income as indicated by the U.S. Department of Housing and Urban Development and the Arizona State Housing Fund program income limits for very low, low and moderate-income families. Income guidelines are updated annually. Income verification is valid for a period of six (6) months. Upon expiration of income verification information, the applicant shall complete and submit new income verification documentation. The documentation required for income verification can be found under the Third-Party Income Verification section of these guidelines.
6. The program shall assist eligible applicants without regard to race, color, religion, national origin, age, gender, sexual orientation, or disability.
7. Preference will be given to very low-income persons; income qualified (very low, low, or moderate-income elderly persons (65 and older); income qualified (very low, low, or moderate income) persons with disabilities (a legally recognized physical/mental/emotional condition that limits the performance of daily living skills); and income-qualified families with children under the age of eighteen (18) who reside in the household and are related to the head of the household.
8. Pursuant to A.R.S. 1-501 and 1-502, all homeowners applying for housing rehabilitation under this housing rehabilitation program shall provide proof of their lawful presence in the United States including a sworn affidavit that the required documentation is true under penalty of perjury.
9. Properties to be rehabilitated through this program shall be free of encumbrances such as liens and judgments. A property may be encumbered by a mortgage in first position as long as the mortgage is held by a financial institution or other such mortgage company and sufficient equity remains in the property to secure a deferred payment rehabilitation loan that is in second position. Properties

encumbered by mortgages or loans held by individuals or partnerships are not eligible for this program unless a warranty deed has been recorded and a lien may be placed on the property. Mortgage payments, utility bills, and insurance premiums must all be current.

10. Sweat equity or self-help are not allowable forms of equity.
11. The property must be covered by homeowner's insurance during the rehabilitation of the property and during the life of the rehabilitation deferred payment loan, if any.
12. Manufactured homes built before June 1976 are not eligible to receive housing rehabilitation funding. However, they may be eligible for emergency and housing accessibility assistance.
13. Homes of historical value will only be eligible upon favorable review by the State Historic Preservation Office (SHPO) or SHPO's designee.
14. Properties with existing building code or zoning code violations are generally not eligible for rehabilitation. However, if the code violation is related to a building condition that could be corrected within the requirements of the housing rehabilitation program, the property may be deemed eligible.
15. The after-rehabilitation value of the home must not exceed the HOME Maximum After-Rehab Value Limits as established by the U.S. Department of Housing and Urban Development. After-rehabilitation value shall be established before any rehabilitation work is begun.

3. FUNDING SOURCES

The Owner-Occupied Housing Rehabilitation Program may be funded through a variety of funding sources including, but not limited to, Community Development Block Grants, HOME grants, State Housing Trust Funds, USDA grants and loans, and Department of Energy Weatherization Assistance Program funds.

4. LOAN SERVICING POLICIES

Deferred payment/forgivable loans

All deferred payment forgivable loans are secured by a lien and promissory note. A percentage of the total assistance provided on forgivable loans will be forgiven on the anniversary date of the execution of the recording of the loan instruments throughout the recapture period, provided that the dwelling unit continues to be occupied by the original occupant or an income qualified immediate family member. The unforgiven balance of the loan shall become due and payable upon the sale of the property. Properties encumbered by mortgages/loans held by an individual or a partnership are not eligible unless a warranty deed has been recorded and a lien may be placed on the property. HOME funds cannot be used in the form of a grant.

The Housing Rehabilitation Program Specialist designated by the City of Bisbee will be responsible for recording the required paperwork as determined by the loan. The lien will be recorded with the Cochise County Recorder and will include applicable administration costs. The Deed of Trust will be placed on a tracking system by the City staff or Housing Rehabilitation Specialist who will track the loan calculating the amount of dollars that will be forgiven as each year passes until the loan has been completely forgiven as outlined in

the Housing Rehabilitation Guidelines. Annually, the Housing Rehabilitation Specialist will send a letter to the homeowner advising the homeowner of the status of their loan, identifying the amount forgiven, and the remaining amount. The City of Bisbee will be no lower than the first position on the lien on the home unless a financial institution held first position before the City recorded the loan documents. The City will send a letter to the homeowner reminding the homeowner that the loan cannot be subordinated.

Exceptions to the Maximum Allowed

The maximum investment for each housing rehabilitation project is determined by the grant program under which the funding was received. This maximum investment amount might change each funding year. However, the maximum investment amount per housing unit shall not exceed the maximum amount set by the U.S. Department of Housing and Urban Development (see Eligibility Requirements, #15, above).

Recapture Period

When a recipient elects to receive assistance in the form of a deferred or forgivable loan, a recapture period applies. The recaptured period is based upon the amount of funds invested in the assisted housing unit. Recipients may elect to have a recapture period that is longer than the required period. When a recipient receives a deferred payment/forgivable loan, no further investment of CDBG funds can be made on the home until after the recapture period has expired. No additional HOME funds may be invested.

Less than \$15,000	5 years	20% per year*
\$15,000 to \$40,000	10 years	10% per year
Greater than \$40,000	15 years	6.66% per year

Note: CDBG-funded minor home repair rehabilitations are exempt from forgivable loan requirements, and will be treated as grants rather than loans.

Loan Subordination

After execution of the loan, subordination agreements with lending institutions will not be honored because this practice would constitute the lending of city credit which is in violation of State constitutional law. Properties rehabilitated through this program must be free of any encumbrances such as liens or judgments. A property may be encumbered by a mortgage in first position as long as the mortgage is held by a financial institution or other such mortgage company and sufficient equity remains in the property to secure a deferred payment rehabilitation loan that is in second position.

If the homeowner refinances the property after the rehabilitation work has been completed and a lien has been placed on the property to secure the loan but before the end of the recapture period, the lien shall immediately become fully due and payable to the City. As previously stated, the loan cannot be subordinated in any manner.

5. REVOLVING FUND/PROGRAM INCOME

The City of Bisbee does not presently have a revolving loan fund. Therefore, the City will track all loans. In the event that a house that has received rehabilitation services is sold before the end of the recapture period, the City will enforce repayment of the loan in the amount that remains unforgiven. These funds will then be immediately circulated into the Housing Rehabilitation Program and will be used before the use of any new grant funds. However, when using HOME funds, any recaptured or repaid funds will be returned to the Arizona Department of Housing (ADOH). However, retention of HOME funds is not allowed by ADOH, and recaptured funds will be returned.

6. INCOME VERIFICATION

The Housing Rehabilitation Specialist will verify eligibility based upon the homeowner's income. 24 CFR Part 5 defines 'income'. Gross income will be used to calculate income for all members of the household over the age of eighteen (18). Income must be anticipated and verifiable for the next twelve (12) months. To verify income, typical documents include, but are not limited to:

1. Bank statements including checking and savings accounts.
2. Paycheck stubs including tips, commissions, bonuses, and overtime.
3. Earned income and assets. This amount is calculated into the income if the amount is over \$5,000. Eligible assets include, but are not limited to: value of stock, life insurance, 401Ks, interest, CD's, real estate, and personal property.
4. Social Security.
5. Welfare assistance.
6. Alimony and child support.
7. Disability payments made on behalf of minors.
8. If self-employed, the past three (3) years of income tax returns.

Excluded items include earned income from minors (under age 18), full-time student income (ages 18-23), disabled adult persons' income, and food stamps.

The City of Bisbee will use the CDBG/HOME/SHTF Rent and Income Limits, published annually by the Arizona Department of Housing, to determine income eligibility.

7. METHOD FOR DETERMINING AFTER REHABILITATION VALUE

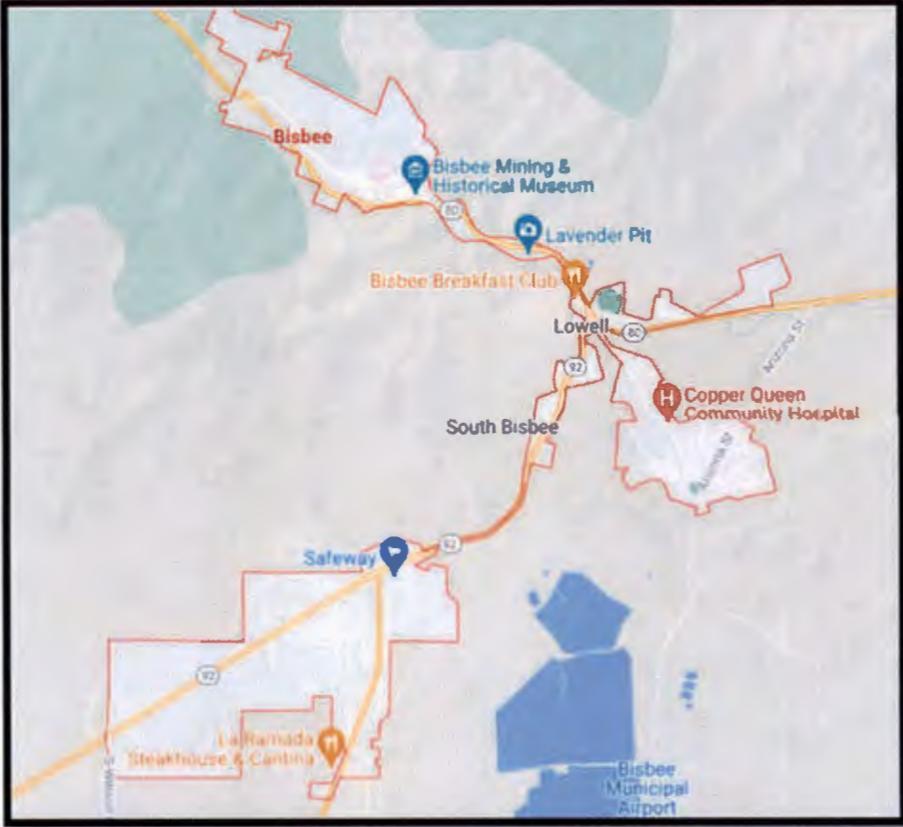
The U.S. Department of Housing and Urban Development establishes the HOME Maximum After-Rehabilitation Value Limits of owner-occupied housing rehabilitation. The existing HOME 'after rehabilitation value limit' is 95 percent of the median purchase price of houses in the area. This amount is based upon Federal FHA single family mortgage program data and other nation-wide data on the sales of existing housing.

An 'after-rehabilitation value' must be established before any rehabilitation work begins. The after-rehabilitation value may be established by one or more of the following:

1. Estimates of value: estimates of value by the subrecipient may be used. Project files must contain the estimate of value and an explanation of the basis upon which the value estimates were derived (i.e., a real estate broker's selling price opinion with supporting comparable sales.)
2. Appraisals: an appraisal by a licensed appraiser or by a city staff appraiser may be used. Project files must document the appraised value and a description of the appraisal method used.

8. GEOGRAPHIC AREA

Incorporated limits of the City of Bisbee, excluding homes located in a Special Flood Zone.



9. REHABILITATION ASSISTANCE PLANS

The City Council of the City of Bisbee has adopted the level of Rehabilitation Assistance with CDBG/HOME funds to a maximum amount not to exceed the maximum per unit state investment limits for Cochise County as published by the Arizona Department of Housing. At no time will the investment of CDBG or HOME funds result in a unit with an after-rehabilitation value which exceeds the HUD issued HOME Maximum After Rehabilitation Limits.

The level of rehabilitation shall be determined on an individual basis and based upon funding availability. In some instances, homes might be so seriously deteriorated that rehabilitation of the property would not be cost effective. With the exception of emergency repairs, all rehabilitation work shall comply with state rehabilitation standards and local building and zoning codes once completed.

The following are examples of work that cannot be funded with rehabilitation grants or loans: 1) upgrades of materials rather than those specified, 2) luxury items not considered a necessity (e.g., fireplaces, swimming pools, cable connections and 3) additions to family rooms, recreation rooms, etc).

Emergency/Minor Housing Repair (EMHR)

This is a grant plan that assists homeowners in the elimination of an eminent threat to life, safety and health. The necessary repairs may include, but are not limited to, roof repair, floor repair, windows and door replacements, and wall and ceiling repairs. The first priority will be to make repairs to the dwelling to ensure that the unit is safe for habitation. Repairs will be completed to replace, install or repair items that create a health hazard or may endanger the health or safety of occupants. This includes providing accessibility. The unit shall be suitable for rehabilitation, shall not be dilapidated, and EMHR must not exceed fifteen thousand dollars (\$15,000).

Under the Emergency/Minor Housing Repair Program repairs will be completed using grant funds. No liens will be placed on the property and no monies will be required to be repaid by the applicant. The applicant must own and occupy the property as their only place of residence. The dwelling must have been owned and occupied by the applicant for a minimum of one (1) year prior to application.

EMHR will generally be made on units that qualify on a first qualified, first served basis. However, the unit may be moved to the top of the list if the dwelling is in more need than others from a life-safety perspective. Only one grant will be awarded to the homeowner under the CDBG funded Emergency/Minor Housing Repair program within a five-year period. Relocation cost may be awarded if temporary relocation of the household is necessary before or during construction. Any such costs shall be included in the \$15,000.00 limit to the program.

Moderate Rehabilitation Program (MRP)

Any repairs deemed necessary by the scope of work that are in excess of the \$15,000.00 limit of the Emergency/Minor Housing Repair Program, but that do not exceed \$40,000.00, can be accomplished under the Moderate Rehabilitation program. The repairs may include health and safety improvements; may correct code violations; and may prolong and enhance the useful life of the unit. The repairs may include such items as exterior painting and energy conservation measures including window and door replacements, insulation, new HVAC systems, and other weatherization improvements.

If the contractor finds additional structural or unforeseen problems that exceed the \$15,000.00 cost limit, additional funds may be sought under the MRP to ensure completion of the necessary repairs.

In general, repairs will be made to housing units that 1) are classified as real property which are appropriate for rehabilitation under the constraints of the program funding, and 2) are single family, owner occupied, site-built homes.

Repairs must meet City of Bisbee Building Codes. However, there is no requirement under the CDBG program to bring the home completely up to code. Permits will be obtained and components of the rehabilitation will be inspected by the City of Bisbee building inspector. In the HOME program, weatherization, emergency repairs, or accessibility projects may be undertaken only if the entire home is brought up to local building codes upon completion.

The MRP program will not be administered as a grant, but rather provided as a forgivable no-interest loan with a promissory note. A lien will be placed on the property. The recapture period shall be ten (10) years. The note will be forgiven at a rate of 20% per year for five years as long as the dwelling continues to be occupied by the owner as the owner's primary residence or by an income-qualified immediate family member who inherits the property at the owner's death. Otherwise, any unforgiven balance of the loan shall become due and payable upon the sale, exchange, or transfer of the property.

Once a recipient receives a deferred payment/forgivable loan, no further CDBG or HOME funds can be invested in the house until after the recapture period has expired.

Rehabilitation Standards and Specifications

All projects will be constructed in compliance with the City of Bisbee's adopted building codes. Effective March 2022, the City of Bisbee will follow the 2018 International Series of building codes and the International Energy Conservation Code, Climate Zone 3.

Promoting Green Technologies

All projects will incorporate the use of green technologies and alternative energy sources, whenever possible. These may include, but are not limited to, solar energy, tankless water heaters, high efficiency heat pumps, water harvesting, and water reuse. The Arizona Department of Housing minimum energy efficiency requirements will be used as a guide.

Energy Efficiency Requirements

Weatherization projects shall comply with the Arizona Department of Housing Owner-Occupied Housing Weatherization Standards. All projects shall comply with the International Conservation Code. All rehabilitation projects will achieve increase energy efficiencies through the use of Energy Star practices.

Lead Based Paint Requirements

The Housing Rehabilitation Specialist shall adhere to the Arizona Department of Housing (ADOH) Housing Bulletin #1 issued by the Office of Housing Development on December 1, 2001 regarding lead-based paint requirements for housing rehabilitation projects. The Housing Rehabilitation Specialist shall specifically adhere to the evaluation, disclosure, work requirements, and clearance procedures contained in this Bulletin. The City of Bisbee should attempt to obtain lead-based paint general liability insurance for lead-based paint hazards and contractors shall be encouraged to obtain lead-based paint hazard liability insurance.

The City of Bisbee will provide the homeowner with the EPA/HUD pamphlet entitled 'Protect Your Family from Lead in Your Home'. The Housing Rehabilitation Specialist shall also provide the homeowner with the Lead-based Paint Notification for the homeowner's review and signature. These brochures will be provided in Spanish, upon request. The City and/or Housing Rehabilitation Specialist shall specifically review the notification form with the homeowner and make every effort to ensure that the homeowner is aware of the

hazards and means to avoid lead-based paint poisoning. The executed notification document will be retained in the project file and a copy will be provided to the homeowner.

If lead based paint hazards are identified and treated by a certified Lead Based Paint Risk Assessment Company, the City shall meet with the homeowner and discuss the findings with him/her. The homeowner shall sign the report to reflect that the findings contained in the report were discussed with the homeowner. The Risk Assessment Report shall be maintained in the project file.

10. TEMPORARY RELOCATION

Where feasible, the rehabilitation work shall be completed in a manner that minimizes disruption to the homeowner and allows for the occupancy of the house during rehabilitation. Where remaining in the home during rehabilitation creates a health or safety issue for the occupants, the homeowner may request temporary relocation assistance by submitting a written request to the Housing Rehabilitation Specialist. The request shall include an estimated budget for the assistance and explain why the assistance is necessary.

The City will consider each request on a case-by-case basis by considering the necessity of the relocation, the reasonableness of the amounts requested, and the availability of funding for such relocation. Before incurring costs, the homeowner must receive written approval from the City for relocation assistance. Relocation costs incurred before written approval by the City will not be reimbursable.

Temporary relocation assistance may be in the form of 1) an advance, requiring the homeowner to provide receipts and reimburse the City; 2) a reimbursement by the City of reasonable relocation expenses following the submittal of receipts by the homeowner to the City; or 3) temporary relocation expenses paid by the City directly to a third-party provider for the benefit of the homeowner (e.g., rent or motel expenses). Note that, as with the EMHR program described above, relocation assistance will be deducted from the \$15,000.00 maximum allowable for the MRP.

11. HOUSING MAINTENANCE AND HOMEOWNERSHIP EDUCATION

In addition to warranty brochures, the Housing Rehabilitation Specialist and Contractor shall conduct training in the home to instruct the homeowners on the new equipment, appliances and general housing maintenance counseling on items that had been installed in the home. The city will provide a home maintenance document.

12. HOUSING REHABILITATION SPECIALIST

The Mayor and City Council will provide oversight of the housing rehabilitation program. The City Manager will be responsible for the implementation of the program, expenditure of funds, and compliance with rules and regulations. All administrative work will be done by city staff or professional service providers. The city staff, or professional service

provider, will report to the City Manager. The City Manager will report to the Mayor and City Council.

The Housing Rehabilitation Specialist or his/her designees (e.g., professional service provider) will be responsible for the following:

- Screening applications.
- Verifying income.
- Maintaining a waiting list of income-qualified applicants, with the verification of income and assets being no more than 180 days old.
- Developing and maintaining project files with all required forms, verifications, reviews, and reports.
- Development of Environmental Review Records required for release of federal funds.
- Counseling owners regarding financial, repair, and maintenance issues.
- Inspecting the property and the development of specifications.
- Conferring with building officials regarding the interpretation of applicable codes.
- Developing bid packages.
- Conducting pre-bid conferences, reviewing bids, and recommending the award.
- Preparing program and contract documents and securing required signatures.
- Monitoring the construction process and conducting regular inspections to ensure compliance with applicable codes and specifications.
- Reviewing proposed change orders.
- Reviewing contractor payment requests and recommending payment.
- Conducting the final walk-through with the owner, overseeing punch list items, and securing final acceptance.

Procedures to protect applicants, housing rehabilitation, personnel, and contractors are provided in the Owner-Occupied Housing Guidelines sections entitled Grievance Procedures and Appeals.

Organizational Chart



13. MARKETING

The Housing Rehabilitation program will be marketed using the following: media, brochures, flyers, City of Bisbee website, and Southeastern Arizona Governments Organization website. The program will be marketed in English and in Spanish. Marketing materials will be mailed or personally delivered to disabled persons, upon request.

14. APPLICATION PROCESS

Applications will be available on the City's website, by mail upon request, or may be picked up at City Hall. Upon request, accommodations for persons with disabilities will be provided including in-home visits. Application forms will be printed in English and in Spanish.

Housing rehabilitation applications will be considered on a first qualified, first served basis subject to the availability of program funds. This will be determined by the date that the application was received; income verification documents were received and income was verified; and proof of home ownership for the past twelve (12) months was submitted and verified. However, priority may be given to homes with an immediate life/safety emergency.

The Housing Rehabilitation Specialist will determine the eligibility of the application based upon the Eligibility Requirements of these housing rehabilitation guidelines; will verify income and home ownership based upon the conditions above; and will thereafter, approve or disapprove the application.

Applications that have been approved will be placed on a waiting list on a first qualified, first served basis subject to available funding. Applicants can expect to be on the waiting list for eighteen (18) months or more. The financial information provided with the applicant's application is valid for six (6) months. Thereafter, an applicant will be required to re-submit financial information and to be re-certified as eligible to participate in the program.

Once an applicant rises to the top of the waiting list, an initial meeting will be scheduled with the applicant/homeowner and the Housing Rehabilitation Specialist. At this meeting the homeowner will be advised of the requirements and benefits of the housing rehabilitation program(s) for which he/she is eligible. (e.g., emergency rehabilitation or housing rehabilitation).

Following the initial meeting, the City will conduct a home inspection. The inspection will inform what rehabilitation work is needed and what work is feasible. If the home was built before 1978, a Lead Paint Inspection will be conducted by a qualified contractor. An energy audit will be conducted by an energy auditor certified by the Building Performance Institute. The inspection(s) and the energy audit will form the basis of the items included in the Scope of Work.

15. WORK WRITE-UP

The Work Write-up will outline the Scope of Work for contractor bidding purposes. The homeowner must approve the Scope of Work before the contractor is procured. The Scope of Work is informed by 1) code violations, 2) issues of health and safety, 3) weatherization standards/energy efficiency, 4) age and physical condition of the home, 5) the goal of the program (e.g., building revitalization or direct benefit), 6) available funding, and 7) the value of the home after rehabilitation. The Work Write-up is prepared by the Housing Rehabilitation Specialist.

Cost Estimates

The Housing Rehabilitation Specialist will prepare a cost estimate for the home to be rehabilitated based upon the technical specifications in the Work Write-up. The cost estimate will include all costs for materials and labor as well as costs for permits, clean up, overhead, and profit. The cost estimate shall be used to assist in determining responsible contractor bids. The cost estimate shall be presented to the homeowner at the time of the homeowner's approval of the Work Write-up. The Housing Rehabilitation Specialist shall carefully review the estimated costs with the homeowner.

16. PRE-CONSTRUCTION PROCESS AND TIMELINES

The following is an estimate of a possible timeline for rehabilitation services under this program:

1. Application submitted
2. Eligibility determination: 2 months
3. Placed on waiting list: up to 18 months
4. Applicant and Housing Rehabilitation Specialist meeting
5. Home inspection scheduled: 2 months
6. Work write-up completed: 2 months
7. Contractor procured: 4 months
8. Documents/contracts signed: 2 months
9. Construction: 3 months
10. Final inspection: 1 month

17. PROCUREMENT, BIDDING AND CONTRACTOR SELECTION CDBG/HOME

Program requirements shall be followed and/or the City of Bisbee's procurement policies, whichever are more restrictive. Construction must be performed by licensed contractors eligible to receive federal funds. Thus, the contractor must be listed on the Registrar of Contractors website and have a DUNS and CCR number. In addition, the contractor must hold applicable insurance. All subcontractors shall be named in the bid submittal. Subcontractors must be licensed in Arizona and have a DUNS and CCR number.

The City of Bisbee encourages minority contractor participation in all projects to include Disadvantaged Business Enterprises (e.g., Small Business Enterprises, Minority-Owned Business Enterprises, and Women-Owned Business Enterprises). A copy of the City's Equal Employment Opportunity Policy is available on the City's website.

An advertisement will be placed in the local newspaper of general circulation at least fifteen (15) days before the bid opening. Also, a notification will be emailed to contractors

who are listed on the Housing Rehabilitation Program Bid List and a copy of the advertisement will be posted at City Hall. The City will be permitted to include more than one dwelling/project in the advertisement.

A pre-bid meeting will be scheduled before the acceptance of the bids. At the pre-bid meeting the project scope will be reviewed and contractors will be given the opportunity to ask questions. A walk-through of the homes to be rehabilitated might occur at the meeting or on a separate date before the submission of the bids. The contractor is prohibited from contacting the homeowner before this meeting. The contractor and the homeowner shall not discuss the award or non-award of the project until after the City has completed its procurement process.

Proposals must be submitted by the date and time provided in the request for bids. All proposals must be submitted in at least an 8 ½" x 11" sized envelope. The name of the owner of the property to be rehabilitated, the property's address, the name of the firm submitting the bid, and the words 'Sealed Bid Residential Rehabilitation' must be clearly printed/written on the envelope. Failure to comply with these requirements may result in the disqualification of the bid and the return of the bid unopened to the sender. All bidders will be notified by mail of the bid awards. This written communication will include the applicable protest/grievance procedures.

Addenda/changes to the specifications of the project will be emailed to the interested bidders at least seven (7) days before the bid opening.

The contractor is responsible for knowledge of the City of Bisbee's building codes. In addition, construction must meet the Federal Housing Quality Standards, the Arizona Department of Housing's Housing Rehabilitation Standards, and the Owner-Occupied Housing Rehabilitation Weatherization Standards.

18. BID AWARDS

The homeowner selects the contractor. However, as the first step in the process, the City of Bisbee will select the lowest qualified bid through the sealed bid process. The homeowner has the right to select a higher bid; however, the homeowner must pay the difference in the amount between the lowest bid and the bid that the homeowner selects. This amount must be deposited in the Housing Rehabilitation Program account before the construction contract is signed. The Contractor selected by the homeowner must be licensed in the State of Arizona, have a DUNS and CCR number, be in good standing with the Registrar of Contractors, and have applicable insurance.

The City of Bisbee reserves the right to reject any or all bids for reasons including, but not limited to, the following:

- The Contractor is not licensed or his/her license has been suspended, or he/she has been barred from projects funded from applicable funding sources (e.g., HUD, ADOH, DOE, etc.)

- The Contractor is not able to proceed with the project in a timely manner because of other commitments.
- The bid submitted is more than 15% below the Housing Rehabilitation Specialist's, or the professional service provider's, cost estimate and, in the Housing Rehabilitation Specialist's judgment, the Contractor will not be able to complete the project as specified at the bid price.
- The Contractor has failed to complete past projects in a timely or workmanlike manner or has failed to respond appropriately to requests for warranty service.
- The Contractor has failed to provide lien waivers as required or has had mechanic's liens filed by suppliers or subcontractors on past projects.
- The bidding forms were improperly filled out or incomplete.
- All bids submitted are more than 15% above the Housing Rehabilitation Specialist's cost estimate.

The homeowner may reject any or all bids without cause subject to the following provisions:

- The homeowner may choose to reject the lowest qualified bid recommended by City staff, or professional service providers, and select a Contractor with a higher bid if the homeowner agrees to pay from his/her own funds the difference between the lowest bid and the bid selected.
- The homeowner may reject all bids at any time up to three (3) working days after the contract is executed.

19. DELAYS IN AWARDING THE CONTRACT

Generally, the contract will be closed and the work will begin within thirty (30) days of the date of bid submission. If thirty (30) days passes and no contract has been signed, the Contractor may honor the original bid or withdraw the bid. If the Contractor withdraws the bid, the project may be offered to the next qualified low bid or a new bid process may begin. The City of Bisbee, with the homeowner's agreement, reserves the right to negotiate any bid.

20. EXECUTION/RECORDATION OF DOCUMENTS AND PRE-CONSTRUCTION CONFERENCE

Following the award and verification of the contractor's license, DUNS number, CRR number, references, bonds and insurance, the Housing Rehabilitation Specialist will meet with the homeowner to execute all promissory notes, mortgages, and disclosures. Thereafter, the Housing Rehabilitation Specialist will meet with the homeowner and the Contractor to execute the construction contract. At this meeting, the Contractor, the homeowner, and the Housing Rehabilitation Specialist will review the Scope of Work, estimated timeframes for construction, quality of work, warranties, and other relevant information. Upon execution of all required documents, the Housing Rehabilitation Specialist shall issue a notice to proceed which is signed by the homeowner.

The Housing Rehabilitation Specialist shall provide for the recording of the documents through the Cochise County Recorder's Office once the three (3) day Right of Recession time period has passed.

Work By Homeowner

The homeowner may not perform any portion of the work included in the Scope of Work.

Property Inspections

The City of Bisbee will conduct inspections during the course of construction to ensure that all work complies with applicable codes. The Housing Rehabilitation Specialist will also conduct inspections to ensure that the work complies with the Arizona Department of Housing (ADOH) Housing Rehabilitation Standards and program requirements. Approval of the work by the City Building Inspector does not constitute acceptance of the work by the homeowner or the Housing Rehabilitation Specialist. The Housing Rehabilitation Specialist's inspections must occur before funds may be disbursed to the Contractor.

Change Orders

The Contractor may request a change order where circumstances arise that were unforeseeable and were not included in the original Scope of Work. All change orders must be approved in writing by the homeowner, the Contractor and the City. The Contractor must have such written approval prior to working on change order items.

Payments

The Contractor must submit a release of liens, a signed Authorization for Payment, and backup documents to the City for each payment request. The Housing Rehabilitation Specialist and the Building Inspector will inspect the job to determine the percentage of work completed and to certify the same by signing the Authorization for Payment. The City, in consultation with the Housing Rehabilitation Specialist will determine the dollar amount to draw from grant funds, ensuring a minimum of ten per cent (10%) is retained, before approving payment. Payment requests will be processed through the Arizona Department of Housing. The City of Bisbee will issue payment for the approved amount upon receipt of required lien waivers.

A typical progress payment schedule is noted below.

1. For projects less than \$5,000, payment will be made in a one-lump sum payment at completion of the housing rehabilitation project.
2. For projects greater than \$5,000, payments will be made on a progress basis, less ten percent (10%) retention as follows:
 - 30% of total minus 10% retention upon 30% completion of contracted work.
 - 50% of total minus 10% retention upon 50% completion of contracted work.
 - 100% of total upon issuance of Certification of Final Inspection and Homeowners acceptance.

21. WARRANTIES AND ACCEPTANCE OF WORK BY HOMEOWNER

The Contractor shall warrant all work for a period of two (2) years or more, exclusive of the manufacturer's warranty, from the date of the approval of the final inspection. Manufacturer's warranties for all items such as new appliances or hot water heaters shall be given to the homeowner, and copies of the same to the Housing Rehabilitation Specialist. The Housing Rehabilitation Specialist will provide the warranties to the homeowner. Upon the conclusion of satisfactory work by the Contractor, the homeowner shall provide a written acceptance of the rehabilitation work.

22. FAIR LABOR STANDARDS ACT

The provisions of the Fair Labor Standards Act are not applicable to the rehabilitation of single-family homes under this program.

23. HOUSING MAINTENANCE COUNSELING AND HOMEOWNERSHIP EDUCATION

In addition to warranty brochures, the Housing Rehabilitation Specialist and the Contractor shall counsel the homeowner regarding the operation and maintenance of newly installed equipment, appliances, and general home maintenance. Homeownership counseling regarding budgeting, mortgage payments, and maintaining homeowner's insurance shall also be provided.

24. GRIEVANCE PROCEDURES AND APPEALS

Applicants, program participants, or contractors may initiate grievances. If the basis of the complaint is because of discrimination on the basis of race, color, national origin, religion, sex, disability, or familial status the complaint shall be filed with the City of Bisbee Human Resources Department, 76 Erie Street, Bisbee, Arizona 85603. The Human Resources Department will review the complaint and forward it to any applicable state and/or federal agency, as required by law.

Non-discrimination complaints may be initiated by the applicant, program participants, or contractors by submitting written objections to the City Planner, or designee, at the City of Bisbee, 76 Erie Street, Bisbee, Arizona 85603.

The City must issue a written response within ten (10) business days of receipt of the complaint. The complainant may appeal this decision by submitting a written response within ten (10) business days upon receipt of the City's decision. Appeals shall be made in writing and addressed to the City Manager. The appeal must be mailed to the City of Bisbee, 76 Erie Street, Bisbee, Arizona 85603. The City Manager's decision shall be the final administrative ruling. Further judicial appeals shall comply with A.R.S. Title 12, 12-901.

25. CONFLICTS OF INTEREST

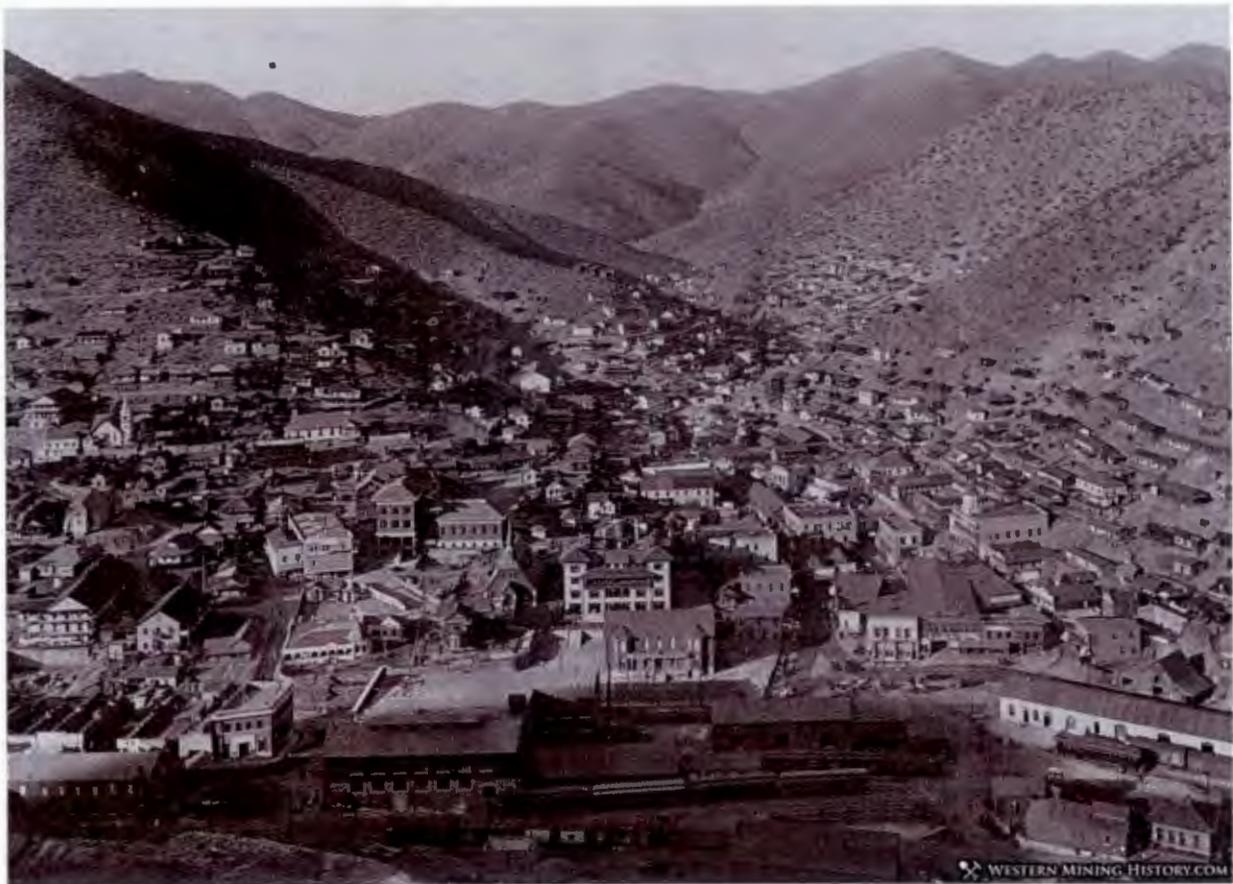
Any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Bisbee may not obtain a personal or financial interest or benefit from the housing rehabilitation repairs, nor may they have an interest whatsoever, however remote,

in the contract, subcontract, or proceeds from the rehabilitation work either for themselves, their family, or business ties during their tenure with the City or one year thereafter.

No contract will be awarded to a contractor who is related, or whose employee is related, to the applicant by blood or marriage.

26. FORMS

A complete packet of Housing Rehabilitation Forms will be available upon request and on the City of Bisbee's website. Applicable forms are included.



**SAMPLE
CERTIFICATION OF ZERO INCOME**

(To be completed by adult household members only, if appropriate.)

Household Name: _____ Unit No.: _____

Development Name: _____ City: _____

- 1) I hereby certify that I do not individually receive income from any of the following sources:
 - a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
 - b. Income from operation of a business;
 - c. Rental income from real or personal property;
 - d. Interest or dividends from assets;
 - e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
 - f. Unemployment or disability payments;
 - g. Public assistance payments;
 - h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
 - i. Sales from self-employed resources (Avon, Mary Kay, Pampered Chef, etc.);
 - j. Any other source not named above.
- 2) I currently have no income of any kind and there is no imminent change expected in my financial status or employment during the next 12 months.
- 3) I will be using the following sources of funds to pay for rent and other necessities:

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

Signature of Applicant/Tenant Printed Name of Applicant/Tenant Date

Signature of Manager/Witness Printed Name of Manager/Witness Date

PENALTIES FOR MISUSING THIS VERIFICATION

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty Provisions for misusing the social security number are contained in the Social Security Act at ** 208 (a) (6), (7) and (8).** Violation of these provisions are cited as violations of 42 U.S.C. Section ** 408 (a) (6), (7) and (8).**



CITY OF BISBEE
HOUSING REHABILITATION PROGRAM
STATEMENT OF AFFIRMATION

I AFFIRM that the following statements made in writing, or verbally regarding the facts of my household composition, income and all other items that pertain to my possible eligibility for the low-income assistance for the Housing Rehabilitation Program are true and correct to the best of my knowledge.

I AUTHORIZE the City of Bisbee to investigate my eligibility and to contact any source necessary to establish the accuracy of any information given or which pertains to my eligibility.

I FURTHER UNDERSTAND that Section 1001 of Title 18 of the U.S. Code, makes it a criminal offense to make willful false statement or misrepresentation to any Department or Agency of the U.S. as to matters within its jurisdiction.

WAIVER

1. I hereby affirm that I am the owner of real property located at the address Indicated and described herewith.
2. My permission is granted for all workers, inspectors and delegated agency representatives to enter upon my property for the purpose of doing all related work for the Housing Rehabilitation Program, and to monitor the work being done.
3. In consideration of the work being done on my home under the Housing Rehabilitation Program, I hereby release the City of Bisbee, their agents, servants and employees from claims for any future damage to my home or future personal injury to me caused in the course of, or arising from, such work.

PRIVACY ACT NOTIFICATION

As part of the Housing Rehabilitation Program, the City of Bisbee must maintain certain records. Under section 1 (e) (3) of the Privacy Act of 1974, any agency that maintains records must let the individuals who provide the information in those records know:

The authority for maintenance of such records:

The U.S. Housing and Urban Development regulations and the Arizona of Housing.

Why the information is being requested: To determine eligibility.

How the information will be used:

The information which you provide may be used by the City of Bisbee to monitor and evaluate the effectiveness and success of this Housing Rehabilitation Program. The information provided may also be used in investigative, enforcement or prosecutorial (legal) proceedings.

Is providing the information voluntary: YES

What are the effects of not providing this information?

If you decide not to provide the information requested, then your home cannot be considered for this Housing Rehabilitation Program.

I, _____, have read this Statement of Affirmation, including the Waiver Form and Privacy Act notification, and understand all information provided. I further affirm that all information is true and correct to the best of my knowledge.

Signature

Date

LIST OF INTERESTED BIDDERS

GRANTEE: _____

PROJECT NAME: _____

CDBG #: _____

CONTACT NAME	COMPANY NAME AND FULL ADDRESS	OFFICE/CELL/FAX NUMBERS/EMAIL	PAYMENT AND DATE SENT
1		o)	
		c)	
		f)	
		e)	
2		o)	
		c)	
		f)	
		e)	
3		o)	
		c)	
		f)	
		e)	
4		o)	
		c)	
		f)	
		e)	
5		o)	
		c)	
		f)	
		e)	

List of Interested Bidders continued - Page 2

GRANTEE: _____

PROJECT NAME: _____

CDBG #: _____

CONTACT NAME	COMPANY NAME AND FULL ADDRESS	OFFICE/CELL/FAX NUMBERS/EMAIL	PAYMENT AND DATE SENT
6		o)	
		c)	
		f)	
		e)	
7		o)	
		c)	
		f)	
		e)	
8		o)	
		c)	
		f)	
		e)	
9		o)	
		c)	
		f)	
		e)	
10		o)	
		c)	
		f)	
		e)	
11		o)	
		c)	
		f)	
		e)	

**REHABILITATION PROGRAM
CITY OF BISBEE
AUTHORIZATION FOR RELEASE
INFORMATION**

CONSENT:

I / We, the undersigned, authorize and direct any Federal, State, or local agency, organization, business, or individual to release to the City of Bisbee Rehabilitation Program any information or materials needed to complete and verify my application for participation in the City of Bisbee Housing Rehabilitation Program. I hereby direct you to release this information upon request of the bearer. This release is executed with full knowledge and understanding that the information is for official use of the City of Bisbee.

INFORMATION COVERED:

I understand that verifications and inquiries that may be requested are limited to criminal activity. I further understand that this Authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in a rehabilitation assistance program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED:

The groups or individuals that may be asked to release the above information includes but is not limited to: background check services; other home rehabilitation agencies or activities; courts; or police agencies.

I hereby release you, as the custodian of such records, including its officers, employees, or related personnel both individually and collectively, from any and all liability for damage of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information, or with any attempt at compliance.

CONDITIONS:

I agree that a photocopy of this Authorization may be used for the purposes stated above. The original of this Authorization is on file with the City of Bisbee and will stay in effect for one year and one month from the date signed. I understand I have a right to review my file and correct any information that I can prove is incorrect.

Printed Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

Printed Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

SAMPLE RESOLUTION

URGENT NEED - HEALTH HAZARD CERTIFICATION RESOLUTION NO.: _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BISBEE20 CERTIFYING THAT THE URGENT NEED HEALTH HAZARD CONDITION TO BE ADDRESSED WITH FY2022 CDBG FUNDS DEVELOPED OR BECAME CRITICAL WITHIN 18 MONTHS PRECEDING THE ADOPTION OF THIS RESOLUTION BUT NO MORE THAN 24 MONTHS PRECEDING THE SUBMISSION OF THIS APPLICATION; THAT THE ACTIVITY WILL ALLEVIATE OR ELIMINATE THE CONDITION, AND THAT THERE ARE NO OTHER FINANCIAL RESOURCES AVAILABLE TO MEET THIS NEED.

WHEREAS, the City of Bisbee has adopted Resolution Number _____ which authorizes submission of an application to the State of Arizona Department of Housing for FY2022 Community Development Block Grant (CDBG) funds, and

WHEREAS, the application indicates that Activity number [identify by name] will qualify for CDBG funds on the basis of meeting the urgent need-health hazard justification allowed by Title I of the Housing and Community Development Act of 1974, as amended, and by the current *CDBG Application Handbook*, and,

WHEREAS, the regulations which govern the State of Arizona's CDBG Program require that any activity meeting this urgent need-health hazard requirement must address a condition that has developed or become critical within 18 months of the date of adoption of this Resolution but no more than 24 months from the date of submission of the application to the Arizona Department of Housing, CDBG Program; and must alleviate or eliminate this condition; and that the applicant must certify that no other financial resources are available to meet this need,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the Bisbee Arizona, hereby certify that the health hazard-urgent need to be addressed by the CDBG funded activity (developed or became critical) within 18 months of the date of the adoption of this Resolution and within 24 months of submission of this application to the ADOH CDBG Program, that the activity will alleviate or eliminate the health hazard-urgent need, and that the City of Bisbee, has no other financial resources available to address this need.

Passed and adopted by the Mayor and City Council of Bisbee Arizona this [day number] day of [month], [year].

Ken Budge Mayor of City of Bisbee

ATTEST:

APPROVED AS TO FORM:

Ashlee Coronado, City of Bisbee clerk

Joe Estes City of Bisbee Attorney

Program application OOHR

Is your combined annual household income below the 80% area median income level? **NOTE: THESE NUMBERS ARE FOR 2021 AND SUBJECT TO CHANGE EACH YEAR. SEE ADOH'S CDBG/HOME/SHTF RENT-INCOME LIMITS AT AZHOUSING.GOV FOR THE LATEST.**

Household Size	1	2	3	4	5	6	7	8
80% of Area Median Income (Cochise)	\$36,150	\$41,300	\$46,450	\$51,600	\$55,750	\$59,900	\$64,000	\$68,150

Before proceeding – please have the following documents ready to submit:

- **Photo Identification** for all members of the household over the age of 18
- **Social Security Cards** for all members of the household
- **Current Income Information** for ALL members of the household (This includes income from employment (last 2 months of pay stubs), child support (Award Letter or Court Order), alimony (Court Order), Social Security (Award Letter), Disability (Award Letter), Retirement (statement), Unemployment (statement), Veterans benefits (statement), or Self Employment Income. If no income – you must complete an affidavit of no income. **NOTE:** Food Stamps are not considered income; do NOT list food stamps.
- **Asset information** for ALL Household Members (This includes Checking and Savings Accounts (current statements), IRA, CD, Bonds, Stocks, Equity in Properties, Whole Life Insurance, Pensions, etc. All adults (18 years of age or older) in the household who do not have assets, must sign an affidavit of no assets)
- **Most Recent Mortgage Statement** in household member’s name and contact information (Lender must agree to participate). Property must be primary residence as evidenced by Homestead Exemption
 - **Prior income tax returns (2years)**
 - **Proof of Current property tax statement**
 - **Deed to Property**

Please provide the following information:

PRIMARY APPLICANT:

NAME:

First Name

Last Name

HOME ADDRESS:

Street Address

City

Zip

MAILING ADDRESS

Street Address

City

Zip

TELEPHONE NUMBER:

EMAIL ADDRESS:

EMERGENCY CONTACT NAME:

EMERGENCY CONTACT PHONE:

CO-APPLICANT (IF APPLICABLE):

NAME:

First Name

Last Name

HOME ADDRESS:

Street Address

City

Zip

TELEPHONE NUMBER:

EMAIL ADDRESS:

C. HOUSEHOLD MEMBERS

HOUSEHOLD COMPOSITION: List all household members as of today, including yourself. You will be required to submit photo identification, social security cards, and/or resident alien documentation.

Household Member Name (List First and Last Name)	Relationship to Head of Household (spouse, son, etc.)	Date of Birth	Marital Status	Is household member listed disabled? Y/N	Employed? Y/N

ASSET VERIFICATION

For ALL Household Members, including minors, list Checking and Savings Accounts, IRA, CD, Bonds, Stocks, Real Estate, Whole Life Insurance, Pensions, etc. All adults (18 years of age or older) in the household who do not have a financial account, must sign a Verification of No Assets. Do not list your primary residence as an asset.

Household Member Name	Type of Asset	Current Cash Value of Asset	Interest Rate (Put N/A if not applicable)	Annual income from Asset

INCOME VERIFICATION

List ALL household members and their current incomes. Income includes: wages, salaries, tips, alimony, child support, military income, part-time income, temporary income, social security, unemployment benefits, disability benefits. FOOD STAMPS are NOT considered income; do not list food stamps.

HH Member Name	Full Time Student? (Y/N)	Source of Income (include employer name). List N/A if not employed	Rate of Pay	Payment Frequency (Hourly, Weekly, Biweekly, Monthly)	Annual Income

H. REQUIRED DOCUMENTS

Please provide the following information with your application.

- Valid Arizona Photo ID or valid Driver's License for all adult household members (18 years of age or older) ***Required**
- Social Security Cards for all household members ***Required**
- Most Recent Mortgage Statement

CONTRACT FOR PROFESSIONAL SERVICES

SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION (SEAGO)

THIS CONTRACT is made this ____ day of _____, by and between the **SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION** (hereinafter "SEAGO") and Paula Shepherd (hereinafter the "CONTRACTOR").

WHEREAS the CONTRACTOR has offered to perform the proposed work in accordance with the terms of this CONTRACT.

NOW, THEREFORE, in consideration of the promises and covenants stated herein, it is agreed that:

1. The CONTRACTOR promises and agrees to perform the work as described in the attached Scope of Work in a good and competent manner, and to the satisfaction of SEAGO, or its designees.
2. The CONTRACTOR further agrees to provide all of the services required by this CONTRACT in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This CONTRACT shall be in effect upon approval, _____ and shall terminate _____. However, this contract is renewable if CONTRACTOR'S work performance is satisfactory and sufficient work is available.
4. SEAGO will compensate the CONTRACTOR for their performance, and the CONTRACTOR agrees to accept payment for performance for each labor monitoring inspection, including mileage and per diem for the services provided, as follows:

Bisbee: _____ each inspection

5. Payment shall be made by SEAGO to the CONTRACTOR on the basis of invoices detailing the work included within each billing period. The CONTRACTOR'S billing period shall be bi-weekly and submitted on Fridays. Payment will be made the following Friday.
6. All notices, invoices, and payment shall be made in writing and may be given by personal delivery or by mail. Any unforeseen cost, if any, incurred on this project must be accompanied by an appropriate receipt. The designated recipients for such notices, invoices, and payments are as follows:

FROM CONTRACTOR:

TO SEAGO:

7. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This CONTRACT and its attachments and those documents incorporated by reference represent the entire agreement and understanding between the parties.
8. The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than ten (10) days, the aggrieved party may request that the dispute be submitted to arbitration, pursuant to A.R.S. § 12-1518.
9. 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 forthwith be physically amended to make such insertion or correction.
10. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT which may remain in effect without the invalid provision or application.
11. 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 party for any purpose whatsoever. The CONTRACTOR is advised that taxes or Social Security payments will not be withheld from payment issued hereunder and that the CONTRACTOR should make arrangements to directly pay such expenses, if any.
12. The CONTRACTOR is advised that SEAGO does not maintain Worker's Compensation or other insurance for contractors. Insurance is the sole responsibility of the CONTRACTOR. SEAGO reserves the right to request proof of vehicle and Worker's Compensation insurance.
13. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of SEAGO, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of SEAGO.

14. No subcontract shall be entered into by the CONTRACTOR with any other party to furnish any of the materials or services specified herein without the advance written approval of SEAGO.

15. The CONTRACTOR shall defend, hold harmless, and indemnify SEAGO, its officers, agents, and employees from all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of the CONTRACTOR, its agents, officers, and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. To the extent permissible by law, SEAGO shall defend, hold harmless, and indemnify the CONTRACTOR, its officers, agents and employees from all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of SEAGO, its agents, officers, and employees in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors, and employees in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

16. Upon receipt of a termination notice, the CONTRACTOR shall:

- (A) Promptly discontinue all services (unless the notice directs otherwise),
- (B) Deliver or otherwise make available to SEAGO, at SEAGO'S cost, copies of data, reports, and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

17. TERMINATION BY SEAGO FOR CAUSE: SEAGO may terminate the CONTRACT if the CONTRACTOR:

- (A) Persistently or repeatedly refuses or fails to perform the on-site interviews and supply proper reports, as applicable, to perform this CONTRACT;
- (B) Persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- (C) Otherwise is guilty of substantial breach of a provision of the CONTRACT DOCUMENTS.

When any of the above reasons exist, SEAGO may without prejudice to any other rights or remedies of SEAGO and after giving the CONTRACTOR seven (7) days written notice, terminate the CONTRACT with SEAGO. The CONTRACTOR shall be entitled to receive payment for its performance.

18. SUSPENSION BY SEAGO FOR CONVENIENCE: SEAGO may, without cause, order the

CONTRACTOR in writing to suspend, delay, or interrupt its performance in whole or in part for such period of time as SEAGO may determine.

19. TERMINATION FOR CONVENIENCE OF SEAGO: SEAGO, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of SEAGO it is in SEAGO's best interests to do so. In such case, the CONTRACTOR shall be paid for all services provided to that date.
20. TERMINATION BY THE CONTRACTOR: The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of seven (7) days through no act or fault of the CONTRACTOR, or its agents or employees, or any other persons performing portions of the CONTRACT for any of the following reasons:
 - (A) Issuance of an order of a court or other public authority having jurisdiction;
 - (B) An act of government, such as a declaration of national emergency;
 - (C) Because SEAGO has not made payment within the time stated in the CONTRACT DOCUMENTS.

If one of the above reasons exists, the CONTRACTOR may, upon seven (7) additional days written notice to SEAGO terminate the CONTRACT and recover from SEAGO payment for its performance.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

CONTRACTOR:

APPROVED:
SEAGO
Randy Heiss
Executive Director

Address

Authorized Signature

City, State and Zip Code

Authorized Signature

ATTEST:

, Executive Assistant

EXAMPLE

SCOPE OF WORK

The Contractor is required to provide professional services to SEAGO in performing LABOR MONITORING inspections. A breakdown of this process follows:

1. Perform labor monitoring in accordance with the Community Development Block Grant requirements and guidelines in Cochise, Graham, Greenlee and Santa Cruz counties ON AN AS NEEDED BASIS. THE MAJORITY OF THIS WORK MUST BE COMPLETED DURING THE WEEKDAY MORNINGS AND CONTRACTOR MUST BE AVAILABLE ON SHORT NOTICE.
2. Devote his/her full and undivided time to each inspection.
3. Return Reports to SEAGO Coordinator each day labor monitoring occurs, immediately following the return trip to Bisbee, unless distance travel prohibits that. In such a case, reports are to be delivered within a week.
4. Have and maintain a reliable personal vehicle to conduct inspections in Cochise, Graham, and Santa Cruz counties.
5. Provide proof of auto insurance and Worker's Compensation insurance.
6. Have and maintain a reliable personal cell phone.

CDBG FILE CHECKLIST

CONSTRUCTION SERVICES - PROCUREMENT

CDBG Contract # _____

Check	Item	Activity Name:
_____	Invitation for Bids (Request for Bids/Call for Bids)	
_____	Public Notice Proof and Affidavit of Publication	
_____	Prospective Bidders List & letters to contractors & plan services	
_____	List of Bid Packets Requested & mailed out	
_____	Pre-Bid Conference documents	
_____	List of Bids received	
_____	Bid Abstract (includes bid opening documents, sign-in sheets, etc.)	
_____	Bid Score sheets	
_____	Award Letter - _____ (actual letter in Constr Contr filer)	
_____	Non-Award Letters (including protest procedures) (see separate Constr Non-Awarded file)	
_____	Documentation of Protests (process followed and solution) (see Constr Non-Awarded file, when applicable)	
_____	Related Documents	

CDBG FILE CHECKLIST

CONSTRUCTION CONTRACT/AGREEMENT

CDBG Contract # _____

Activity Name: _____

Check

Item

Name of Contractor: _____

_____ Awarded Construction Bid with:

___ Contractor's License: # _____ Class/Type: _____

___ Bid Bond

___ Certifications/Provisions

___ Non-Collusion Affidavit

___ List of Subcontractors

___ LS-2, Contractor Certification **(filed in Prime's LS file)**

___ SLS-B, Point of contact Information Sheet **(filed in Prime's LS file)**

_____ Award Letter/Date: _____

_____ Final Signed Contract/Date: _____/Amount \$ _____

___ Insurance

___ Performance/Labor Bond

___ Payment/Material Bond

___ SLS-C, Professional Firm/Sub-Firm Certification (for additional Surveys/Test/etc. **(filed in Prime's LS File)**)

_____ Pre-Construction Conference Briefing

_____ LS-6 Pre-Construction Conference report

_____ LS-8, Construction Status Report/Date to CDBG: _____

_____ Notice to Proceed/Date: _____

_____ Change Orders # _____ **(see Financial Mgt File for actual Change Orders)**

_____ Related Documents

CDBG FILE CHECKLIST

CONSTRUCTION SERVICES – NON-AWARDED BIDS

CDBG Contract # _____

Check	Item	Activity Name:
--------------	-------------	-----------------------

_____	Non-Award Letters and proposals	
-------	---------------------------------	--

_____	Documentation of Protests (process followed and solution) (when applicable)	
-------	--	--

_____	Related Documents	
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REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **September 20, 2022**

Regular Special

DATE ACTION SUBMITTED: September 14, 2022

REGULAR **CONSENT**

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

SUBJECT: **Public Hearing and Discussion and Possible Approval of Resolution R-22-16; Authorizing the submission of an application for FY 2021/2022 State Community Development Block Grant Colonias Set-Aside Funds, certifying that said application meets the community's previously identified housing and community development needs and the requirements of the state CDBG program, and authorizing all actions necessary to implement and complete the activities outlined in said application.**

FROM: **Stephen Pauken, City Manager**
 Melissa Hartman, City Planner

RECOMMENDATION: **Approve Resolution**

PROPOSED MOTION: **I move to approve Resolution R-22-16; Authorizing the submission of an application for FY 2021/2022 State Community Development Block Grant Colonias Set-Aside Funds**

DISCUSSION:

Mayor Budge will open the Public Hearing on this item.

Approval of this Resolution would authorize the City to submit an application to the State for CDBG Set-aside funds for Owner Occupied Housing Rehabilitation.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: *Ashlee Coronado*
 Ashlee Coronado
 City Clerk

Reviewed by: *Stephen Pauken*
 Stephen Pauken
 City Manager

**AUTHORIZATION TO SUBMIT APPLICATION
AND IMPLEMENT CDBG PROJECTS
RESOLUTION NO: R-22-16**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BISBEE AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2021/2022 STATE COMMUNITY DEVELOPMENT BLOCK GRANT COLONIAS SET-ASIDE FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the CITY OF BISBEE is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Bisbee authorize application to be made to the State of Arizona, Department of Housing for FY2021/2022 Colonias Set-Aside CDBG funds, and authorize the Mayor to sign application and contract or grant documents for receipt and use of these funds for Owner-Occupied Housing Rehabilitation in the Saginaw Colonia, to be administered by SEAGO, and authorize the Mayor to take all actions necessary to implement and complete the activities submitted in said application; and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the City of Bisbee will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the application.

Passed and adopted by the City Council of the City of Bisbee this 20TH day of September, 2022.

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joe Estes, City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **September 20, 2022**

Regular Special

DATE ACTION SUBMITTED: <u>August 29, 2022</u>			
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>		
TYPE OF ACTION:			
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: Discussion and Possible Direction to Staff on the Christmas on the Vista Event			

FROM: Leslie Johns, Councilmember Ward I
Joni Giacomino, Councilmember Ward II

RECOMMENDATION:

PROPOSED MOTION:

DISCUSSION:

Councilmembers would like to discuss the proposed Christmas on the Vista event.

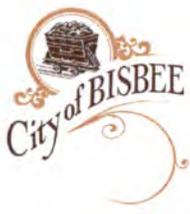
FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Paulsen
Stephen Paulsen
City Manager



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: September 20, 2022

Regular Special

DATE ACTION SUBMITTED: <u>September 13, 2022</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/> FORMAL ACTION <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-22-05 APPROVING A 5 YEAR LEASE WITH THE UNITED STATES POSTAL SERVICE FOR THE FACILITY IN OLD BISBEE AT A RENT OF \$59,815 PER YEAR, EFFECTIVE JANUARY 1, 2023	

FROM: Stephen J. Pauken, City Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve Resolution R-22-05 Approving a 5 Year Lease with the United States Postal Service for the Facility in Old Bisbee at a Rent of \$59,815 Per Year, effective January 1, 2023.

DISCUSSION:

The United States Postal Service leases the ground floor of the Library Building in Old Bisbee consisting of 3,874 square feet, with an annual rent of \$58,405. That lease expires on December 31, 2022. The City has negotiated a new five-year lease with an annual rent of \$59,815. The City is required to pay a commission to Jones Lang LaSalle (JLL), the agency that represents the Postal Service, in the amount of \$3,380, which represents 1.13% of the total rent over the five-year lease. After taking into account that commission, the annual rent/sf is \$15.27, and the monthly rent/sf is \$1.27. This is roughly consistent with comparable rates in downtown Old Bisbee. All other terms of the lease remain the same.

FISCAL IMPACT: \$59,815/year, less a one-time commission of \$3,380.00

DEPARTMENT LINE-ITEM ACCOUNT: 10-36-13500

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen J. Pauken
Stephen Pauken
City Manager

RESOLUTION R-22-05

**A RESOLUTION OF THE MAYOR AND COUNCIL, CITY OF BISBEE, APPROVING
A FIVE YEAR LEASE WITH THE UNITED STATES POSTAL SERVICE AT A RENT
OF \$59,815 PER YEAR**

WHEREAS, for many years the United States Postal Service has leased the ground floor of the Library Building owned by the City; and

WHEREAS, the current lease, at an annual rent of \$58,405, expires on December 31, 2022; and

WHEREAS, the Postal Service desires to renew the Lease at an annual rent of \$59,815, on the terms and conditions set forth on the Lease attached hereto as an exhibit, and subject to a commission to JLL as agent of the Postal Service in the amount of \$3,380.00.

NOW, THEREFORE, BE IT NOW RESOLVED, by the Mayor and Council, City of Bisbee, to approve the Lease attached hereto and authorize the Mayor to execute the Lease on behalf of the City.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee, Arizona, County of Cochise, State of Arizona, this _____ day of September, 2022.

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, Gust Rosenfeld
City Attorney



September 09, 2022

CITY OF BISBEE
C/O Stephen Pauken, City Attorney
118 ARIZONA ST
BISBEE, AZ 85603-1800

SUBJECT: BISBEE COPPER QUEEN STATION, 6 MAIN ST, BISBEE, AZ 85603-9901
Expiration Date: 12/31/2022

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 469-919-2246 or Sara.West@am.jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
 - Sign the agreement where indicated.
 - Date the agreement on the designated line.
 - Signature(s) must be witnessed by two parties OR notarized.
- **Real Estate Conflict of Interest (COI) Certification Form:**
 - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
 - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
 - Please complete using tax ID # ending in 0235
- **Commission Agreement:**
 - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) (copy of meeting minutes will suffice) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Subordination, Non-Disturbance and Attornment Agreement:** If not applicable, write N/A, initial, and date.
- **Evidence of Title:** Provide Deed

****PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 09/30/22****

original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Sara West

CC: Dalton Reisig

February 03, 2022

COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **CITY OF BISBEE** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

BISBEE COPPER QUEEN STATION, 6 MAIN ST, BISBEE, AZ
USPS Property ID 030740-001

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$59,815.00	\$299,075.00	1.13%	\$3,380.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within thirty (30) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished. The parties agree that there may be a client fee share, if allowed by applicable law.
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

BROKER:

Jones Lang LaSalle Americas, Inc.

By: _____

Name and Title

Dated: _____

LESSOR:

CITY OF BISBEE

By: _____

Name and Title

Dated: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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or										
Employer identification number										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Lease

BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901



Lease (Multi-Tenant Form)

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

This Lease, by and between CITY OF BISBEE, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") located in a three story Wood/Brick building having a street address of 6 MAIN ST, BISBEE, AZ 85603-9901 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 10362168A (the "**Property**"). The Premises consists of approximately 3,874 square feet of net interior space as shown cross-hatched on Exhibit A and additional space, if any, as shown on Exhibit C attached hereto and incorporated herein by this reference.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

2. **TERM:** The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall begin on January 01, 2023 ("**Commencement Date**") and end on December 31, 2027, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. **RENT:** The Postal Service will pay Landlord an annual rent of: \$59,815.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
CITY OF BISBEE
118 ARIZONA ST
BISBEE, AZ 85603-1800

4. **RENEWAL OPTIONS:** The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
01/01/2028	12/31/2032	\$62,806.00
01/01/2033	12/31/2037	\$65,946.00



Lease (Multi-Tenant Form)

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 30 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Real Estate Conflict of Interest Certification
- Addendum
- Maintenance Rider Landlord Responsibility
- Utilities, Service, & Equipment Rider
- Subordination, Non-Disturbance and Attornment Agreement

6. TERMINATION: In addition to its rights found elsewhere in this Lease, the Postal Service shall have the option to terminate this Lease at any time upon 90 days prior written notice to Landlord.

[Signature Page Follows]



Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

LANDLORD
CITY OF BISBEE

Name: _____
Witness _____

By: _____

Name: _____

Title: _____

Name: _____
Witness _____

Date: _____

Provide for Execution by Witnesses above or Notary below

State of _____

County of _____

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this ____ day of _____, _____.

My Commission Expires: _____

(Affix Seal)

Notary Public

Notary's Printed or Typed Name

POSTAL SERVICE

By: _____

Name: TERRENCE BRENNAN

Title: Contracting Officer

Date: _____



Real Estate Conflict of Interest Certification

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Licensor/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, _____ hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Licensor/Supplier/Contractor]

A. (Check all that apply) I am:

- (i) A Postal Service employee;
- (ii) The spouse of a Postal Service employee;
- (iii) A family member of a Postal Service employee; (Relationship) _____
- (iv) An individual residing in the same household as a Postal Service employee;
- (v) I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to the Postal Service; OR
- (vi) None of the above.

B. (Complete as applicable):

- i. I have the following job with the Postal Service:
(Title)_____ (Location)_____
- ii. My spouse who works for the Postal Service holds the following job:
(Title)_____ (Location)_____
- iii. My family member who works for the Postal Service holds the following job:
(Title)_____ (Location)_____
- iv. My household member who works for the Postal Service holds the following job:
(Title)_____ (Location)_____

C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.



Real Estate Conflict of Interest Certification

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Executed this _____ day of _____, 20____

BY: _____
[Insert Signature]

BY: _____
[PRINT: name of entity or person]

Title: _____
[Insert title]

[INTERNAL USE ONLY: 1) If A(vi) 'none of the above' is selected, stop, file form with the lease/license. 2) If other items are selected, submit form to Ethics.help@usps.gov. File form and Ethics determination with the lease/license.]

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Exhibit A

[Legal Description of Property]

The space known as the Bisbee, AZ 85603 BISBEE COPPER QUEEN STATION Postal Facility and described in Section 1 of Page 1 hereof and more particularly described as a portion of 6 Main St, Town of Bisbee, Cochise County, State of Arizona 85603 and further being the entire ground floor of the multi-level building situated on Lots 12 and 13, Block 4, Original Plat of Bisbee, City of Bisbee, Cochise County, Arizona, also described within Exhibit A - Site Plan, herein attached.

BISBEE COPPER QUEEN STATION, AZ POST OFFICE (030740-001)
EXHIBIT A - SITE PLAN



- Exclusive USPS Space:
 - 3,874 SF, Interior
 - 128 SF ADA Ramp to Store Front
 - Represents entire Ground Floor of the building.
- No Joint Use Area:
 - Building covers entire site
 - Parking is all City Public Parking

SEE ADDENDUM #10



Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Exhibit B

Parking Area
(If Applicable)

INTENTIONALLY LEFT BLANK



Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Exhibit C

Area	Sq ft
Rentable SF:	3,874
Total USPS Leased SF:	3,874
Exterior, Total Site:	4,000
Exterior, Platform and Ramp:	126

SEE ADDENDUM #7



Addendum

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

7. Areas Section: The Postal Service occupies the ground floor. The building covers the entire site.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

8. Section 2.a of the General Conditions to USPS Lease shall be amended to provide that if the Premises has been previously occupied by the Postal Service, then Landlords representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease.

9. Section 3 of the General Conditions to USPS Lease shall be amended to delete the second sentence thereof and replace it with the following language: If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 business days after receipt by Landlord of the Postal Services written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

10. Landlord represents that the Premises is a historical landmark and is subject to a Historic Preservation Overlay Zone.

11. Sections 5.b and 5.d of the General Conditions to USPS Lease shall be amended to provide that the time periods for the completion of Landlords obligations set forth therein shall run from the date that the Postal Service provides Landlord with notice of any Casualty and not from the date of the Casualty.

12. Section 6.b of the General Conditions to USPS Lease shall be amended to provide that in lieu of a copy of the premium bill evidencing Landlords insurance, Landlord may provide a statement signed by Landlords insurer confirming the date to which the premium has been paid in full.

13. Section 9.k of the General Conditions to USPS Lease shall be amended to provide that Landlord shall have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.

14. Section 10.i of the General Conditions to USPS Lease is deleted in its entirety.

15. Section 10.k of the General Conditions to USPS Lease shall be amended to permit Landlord access to the Premises for inspection on the same terms as access is granted for performing maintenance or repairs that are the responsibility of the Landlord under the Lease; provided that no inspections may occur during the Postal Services peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property.



Addendum

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

16. Section 1.b of the Maintenance Rider Landlord Responsibility attached to the Lease shall be amended to add the following language to the end thereof: SEE SECTION 5 OF THE GENERAL CONDITIONS TO USPS LEASE.

17. Section 1.c of the Maintenance Rider Landlord Responsibility shall be amended to add the following language to the end thereof: The Landlord will be responsible for all maintenance and repairs for the continuing operation of the heating and cooling systems that currently service the building. The Landlord is not required to upgrade these systems, but the Landlord must provide heating and cooling system equipment that will meet or exceed the current levels of service.

18. Section 1.c. of the Maintenance Rider Landlord Responsibility attached to the Lease shall be amended to provide that any heating system and air conditioning equipment provided by Landlord must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68 degrees F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78 degrees F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons.

19. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

20. UTILITIES, SERVICES AND EQUIPMENT RIDER Paragraph 9. CUSTODIAL SERVICES is deleted in its entirety and replaced with: The Postal Service is responsible for cleaning the interior of the building at such time and in such manner as the Postal Service considers necessary to keep the premises in proper condition. The Landlord agrees to furnish timely and pay for all exterior custodial services at their sole cost and expense, including but not limited to cleaning the sidewalks and parking lots, all landscaping, which includes but is not limited to cutting grass, trimming trees and shrubs.

21. REIMBURSEMENT OF PAID TENANT REP BROKERAGE COMMISSIONS: The Landlord affirms that the brokerage commission paid to the USPS Tenant Representative JLL is \$3,380.00. During the initial Fixed term of this Lease, if the Postal Service exercises its right of termination under Paragraph 6 above of the Lease, then provided that Landlord is not in default under this Lease, the Postal Service shall reimburse the Landlord an amount equal to the unamortized portion of the real estate brokerage commission paid by the Landlord to JLL. No such reimbursement shall be required for terminations under any other provision or paragraph of the Lease or any Addendum, Rider, or Exhibit to the Lease.

To obtain such reimbursement, the Landlord must certify to the Postal Service the amount of the leasing commission actually paid to JLL and the unamortized balance thereof using the amortization mechanism set forth herein. The method of amortization shall be straight line over the base term of the Lease. The unamortized balance shall be calculated using the formula $C \times y/N$, where C is the total commission paid, times y, the number of months remaining in the Lease from the effective date of termination, divided by N, the original base term (total months) of the Lease. The Postal Service shall pay the Landlord within 30 days of the effective termination date of the Lease. Payment of the unamortized commission amount, as certified by Landlord and verified by the Postal Service, shall relieve the Postal Service of any obligations under this Section.



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property. The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property. **SEE ADDENDUM #8**

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service. If due to the death or dissolution of the original Landlord preventing the execution and delivery of the Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. ~~If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 10 business days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.~~ **SEE ADDENDUM #9**

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below. The Postal Service shall also have the right to display and install the Postal Service and/or American flags in such common areas as reasonably determined by the Postal Service consistent with its operations.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. DAMAGE AND DESTRUCTION

a. **Obligation to Repair.** If all or any portion of the Premises, parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or other similar casualty (each, a "**Casualty**"), Landlord shall, subject to the provisions of this Section, promptly commence and diligently pursue to completion the repair of such damage so that the Premises and the parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are restored to a condition of similar quality, character and utility for the Postal Service's purposes and to the Postal Service's reasonable satisfaction. Landlord shall not be responsible for (i) repairing or restoring the Premises to the extent the Casualty in question results from the negligent act, omission or negligence of the Postal Service or its employees (in which event that portion of the costs of repairs for damage directly caused by the negligence of the Postal Service shall be the responsibility of the Postal Service), (ii) repairing or restoring any improvements, alterations, or additions installed by the Postal Service, or (iii) any furniture fixtures, equipment, or other personal property of the Postal Service.

b. Time Period to Repair.

(i) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is tenantable (i.e. suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 30 days ~~after the date of the Casualty~~, and shall complete the repair to the reasonable satisfaction of the Postal Service within 90 days ~~after the date of the Casualty~~. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease. **SEE ADDENDUM #11**

(ii) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is untenable (i.e., not suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. If the Postal Service gives such notice that the Premises is untenable, Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 90 days ~~after the date of the Casualty~~, and shall complete the repair within 270 days ~~after the date of the Casualty~~. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease so that the Premises, if tenantable following the Casualty, remain tenantable. **SEE ADDENDUM #11**



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

c. **Postal Service's Remedies.** If Landlord fails to meet any of the deadlines set forth in subsection b(i) or (ii), as applicable, then the Postal Service may (i) perform the repair (by contract or otherwise) and recover the cost plus a reasonable administrative cost and/or interest, by offsetting Rent and other payments and reimbursements due or to become due to Landlord under this Lease and/or any other lease with Landlord, or (ii) terminate the Lease upon 30 day's prior written notice with a termination date effective as of the date of such Casualty.

d. **Abatement of Rent.** Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate, in whole or in part, commencing on the date the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas or access thereto are untenantable or unfit for the Postal Service's use or occupancy and continuing until the Premises, common areas providing access to the Premises or parking areas are once again tenantable or fit for the Postal Service's use or occupancy, as applicable. The Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of such use and occupancy or the degree to which access to the Premises or parking for the Premises is reduced. The Postal Service shall attempt to continue the operation of its business on the Premises following a Casualty to the extent reasonably practicable consistent with life safety and good business practices. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for producing the contracts for repair and for the completion of construction when the Premises are deemed to be tenantable or untenantable by the Postal Service as described hereinabove. By way of example, and not in limitation, in the event that a Casualty occurs and the damage from the Casualty is such that the Postal Service reasonably determines that a portion of the Premises is suitable for the Postal Service's use and occupancy in the then ordinary course of its business, then while rent will abate for the untenantable portion as described above, the Landlord shall remain obligated to submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of building permits, if applicable, for the repair, within 30 days ~~after the date of the Casualty~~, and complete the repair to the reasonable satisfaction of the Postal Service within 90 days ~~after the date of the Casualty~~. **SEE ADDENDUM #11**

6. INSURANCE

a. **Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "Landlord's Insurance." Upon request, Landlord shall provide the Postal Service with a copy of the certificate of



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

insurance and premium bill evidencing Landlord's Insurance, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed. **SEE ADDENDUM #12**

(i) **Liability Insurance.** Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) **Property Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss" insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) **Flood, Earthquake, and Tornado Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"**Environmental Laws**" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"**Hazardous Materials**" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Disclosure.** The Landlord shall disclose in writing to the Postal Service with regards to the Property: (i) the known presence of Environmental Contamination; (ii) the known presence, location and quantity of all ACM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACM; and (iii) any known information concerning the presence of lead-based paint, radon above 4 picoCuries/liter (pCi/L), and lead piping or solder in drinking water systems.

c. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures per paragraph 7.B, the Property is (i) free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Law regarding the Property or its vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

d. **Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Lease Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay a portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) If non-friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey of the premises pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees at Landlord's sole expense, to remove and/or abate the friable ACM.

(iii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work,



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the 7 business days after receipt. In addition, if requested by Postal Service, Landlord and Landlord's Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and access at all reasonable times to all samples and tests taken or conducted. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) If the Landlord fails to remove, or otherwise respond to in accordance with Environmental Law, any friable asbestos materials or Environmental Contamination, or fails to complete an AHERA asbestos survey and O&M plan with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus administrative costs and/or interest, from rent payments due or to become due or to become due under this Lease (or from other amounts owed to Landlord by the Postal Service or federal government). Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service Contracting Officer determines that the premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

e. Landlord Indemnification of Postal Service. Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service.

f. Rights to Contribution. Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

8. DEFAULTS

a. Default by Postal Service. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Postal Service:

- (i) The failure by the Postal Service to make any payment of Rent or any other payment required to be made by the Postal Service under this Lease, as and when due, where such failure shall continue for a period of 30 days after Landlord notifies the Postal Service in writing of such failure; or
- (ii) The failure by the Postal Service to observe or perform any of the provisions of this Lease to be observed or performed by the Postal Service, other than the payment of sums due hereunder, where such failure shall continue for a period of 30 days after written notice thereof from Landlord to the Postal Service; provided, however, that if the nature of the Postal Service's default is such that more than 30 days are reasonably required for its cure, then the Postal Service shall not be deemed to be in default if the Postal Service commences such cure within such 30 day period and thereafter diligently pursues such cure to completion.

b. Default by Landlord; Remedies. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (i) Landlord's failure to observe or perform any of the provisions of this Lease required to be observed or performed by Landlord, where such failure is not cured to the full satisfaction of the Postal Service within 30 days after written notice by the Postal Service to Landlord of said failure; provided, however, that if the nature of Landlord's default does not have a materially adverse impact upon the Postal Service's operations in the Premises (as reasonably determined by the Postal Service) and is such that more than 30 days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within such 30 days, thereafter diligently pursues such cure to completion, and completes such cure not later than 60 days from the date of the Postal Service's initial written notice to Landlord; or (ii) if any representation or warranty made by Landlord was false in any material respect when given or deemed given hereunder. In the event of a default by Landlord, the Postal Service, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof from the Rent next falling due; (b) to proportionately abate the Rent for any period the Premises, or any part thereof, are reasonably determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such default or breach; (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; provided, however, that the Postal Service shall not seek or demand any consequential, punitive or special damages arising from Landlord's default; and (d) to terminate the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate the Postal Service to perform Landlord's repair obligations under this Lease. The notice and cure provisions in this Paragraph (b) are for general defaults by Landlord not otherwise expressly addressed in other sections of this Lease, and therefore, to the extent of any conflict between the provisions of other sections of this Lease and this Paragraph (b), the provisions of other sections of this Lease shall govern.

c. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

"Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. CLAIMS AND DISPUTES

- a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "Act").
- b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

- e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.
- k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, ~~Landlord shall in all events have an affirmative obligation to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.~~ In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease. **SEE ADDENDUM #13**

10. GENERAL

- a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord.
- b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.
- c. **Recording.** Not Applicable



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

d. **Subordination, Non-Disturbance and Attornment Agreement.** If there is now or will be a mortgage on the property which is or will be recorded prior to the Effective Date, the Landlord must notify the Postal Service of the facts concerning such mortgage. This Lease will be subject and subordinate to the lien of all existing mortgages or deeds to secure debt encumbering the property, provided that Landlord has obtained from such holder of any existing mortgage a Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto.

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by the person to whom notices are to be addressed.

~~i. **Holding Over.** If the Postal Service remains in possession of the Premises or any part thereof after the expiration of the term, with or without the written consent of Landlord, such occupancy shall be on all the terms of this Lease with the exception that the Postal Service will continue to pay either the last rental rate in effect prior to the expiration or termination of the Lease or the fair market value (as determined by the Postal Service in its sole, but reasonable, discretion) of the leasehold, whichever is higher. If the parties agree to and execute a new lease or a lease extension, the rent paid during the holdover period will be adjusted to reflect the rate negotiated by the parties for the new lease or lease extension, and the difference, if any, will be paid to Landlord along with the new rent for the new lease or lease extension, or credited to the Postal Service, if applicable. The Postal Service may terminate the Lease during the holdover period upon 60 days' prior written notice to Landlord without any liability hereunder to Landlord. Failure by the Postal Service to deliver keys to the Premises to Landlord or to remove its personal property therefrom at the end of the Lease term shall not be construed as an act of holdover by the Postal Service. SEE ADDENDUM #14~~

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing maintenance or repairs that are the responsibility of Landlord under this Lease. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises. In the event of substantial, material or unreasonable interference, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its business operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

SEE ADDENDUM #15

I. Calendar Days. All references herein to "days" shall mean calendar days unless specified to the contrary.

m. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is a digitally encrypted signature, then such digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory.

n. Notices. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (iii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at:

CITY OF BISBEE

76 ERIE STREET, BISBEE AZ 85603-1025

With a copy to:

To the Postal Service at:

Contracting Officer

7500 E 53RD PL RM 1108, DENVER, CO 80266-9918

With a copy to:

Postmaster/Installation Head

6 MAIN ST, BISBEE, AZ 85603-9901



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord

o. Prompt Payment Act. The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

q. Real Estate Conflict of Interest Certification. As condition to the effectiveness of this Lease, Landlord shall complete and return the "Real Estate Conflict of Interest" form attached to this Lease at the time of Landlord's execution and delivery of this Lease. If Landlord's certification in such form is false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided therein, then the Postal Service may (i) withhold rent and all other payments and reimbursements until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief. The Postal Service may exercise any or all of the foregoing remedies.

11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts (March 2006)

Clause 1-6, Contingent Fees (March 2006)

Clause 9-3, Davis-Bacon Act (March 2006)¹

Clause 9-7, Equal Opportunity (March 2006)²

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)³

Clause 9-14, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)⁴

Clause B-25, Advertising of Contract Awards (February 2013)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."



General Conditions to USPS Lease

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

-
- ¹ For premises with net interior space in excess of 6,500 SF.
 - ² For leases aggregating payments of \$10,000 or more.
 - ³ For leases aggregating payments of \$10,000 or more.
 - ⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider Landlord Responsibility

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

1. Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
 - a. Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
 - b. Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
SEE ADDENDUM #16
 - c. Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; ~~such system and equipment must be capable of cooling the Premises to 68 degrees Fahrenheit (68°F) and heating the Premises to 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times. In addition, such system and equipment must provide heat to a minimum of 68 degrees Fahrenheit (68°F) and cooling to a maximum of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons.~~ Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the USE Rider, any investigative and remediation cost associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence. **SEE ADDENDUM #17, #18**
 - d. Boilers (heating and hot water supply) and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by



Maintenance Rider Landlord Responsibility

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

- e. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
- f. Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.
- g. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.
- h. Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.
- i. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
- j. Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls,



Maintenance Rider Landlord Responsibility

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment (FF&E) needs.

2. Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.
3. Whenever the Landlord's obligation for maintenance, repair, or replacement arises under this Lease, Landlord shall make all repairs promptly but in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord fails to make such repairs within the time period set forth in the Postal Service's notice to Landlord (except when the repairs require more time than as provided in the Postal Service's notice to Landlord and Landlord proposes another time period for completion acceptable to the Postal Service), the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord. Notwithstanding the foregoing, in the event of an emergency (as reasonably determined by the Postal Service), the Postal Service may give Landlord such shorter notice as is practicable under the circumstances, including by telephone, and if Landlord fails to make such repairs immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from Landlord and from Rent and other payments and reimbursements due or to become due to Landlord. The Postal Service may abate Rent and all other payments due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.
4. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:
 - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
 - b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and



Maintenance Rider Landlord Responsibility

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

c. take all other proper precautions to protect the health and safety of:

- (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
- (2) Postal Service employees; and
- (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



Utilities, Service, & Equipment Rider

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

1. HEAT

Landlord must furnish and maintain a heating system in accordance with the Maintenance Rider. The Postal Service pays all recurring fuel charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.

2. AIR CONDITIONING

Landlord must furnish and maintain air conditioning equipment in accordance with the Maintenance Rider. The Postal Service pays for recurring charges for power for the air conditioning equipment, provided the power is separately metered, at Landlord's expense, for the Postal Service's consumption.

3. ELECTRICITY

Landlord must furnish and maintain an electrical system in accordance with the Maintenance Rider. The Postal Service will pay all recurring electric bills, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.

4. LIGHT

Landlord must provide light fixtures in good working order and maintain, repair and replace the same to ensure that the light fixtures remain in good working order throughout the Lease term. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish and maintain at all times throughout the Lease term a potable water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring water charges.

6. SEWER

Landlord must furnish and maintain at all times throughout the Lease term a sewer system in good working order, in accordance with the Maintenance Rider, and pay for all recurring sewer charges.

7. TRASH

Landlord agrees to furnish and pay for all trash removal for the Premises and to furnish trash receptacles for use by the Postal Service in a location reasonably proximate to the entrance to the Premises.

8. SNOW

Landlord agrees to furnish and pay for the timely (but in no event later than as required by local law) removal of snow and ice from the roof and the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.).

9. CUSTODIAL SERVICES **SEE ADDENDUM #20**



Utilities, Service, & Equipment Rider

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

~~No custodial services are provided~~



**Subordination, Non-Disturbance and Attornment
Agreement**

Instructions

The Subordination, Non-Disturbance and Attornment Agreement (SNDA) is required to be completed by your mortgage company/lender if you have a mortgage/loan on this property.

If you do *not* have a mortgage/loan on this property please:

- 1. Write "N/A" on the first page of the SNDA**
- 2. Initial and Date**



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated this _____ day of _____, 20 _____ between the UNITED STATES POSTAL SERVICE, an independent establishment of the Executive Branch of the government of the United States ("the Postal Service") and _____ ("Mortgagee"), having its principal place of business at _____.

RECITALS:

A. The Postal Service is the tenant under that certain lease executed between the Postal Service and _____ ("Landlord") dated _____ [as amended by _____ dated as of _____] ([the lease and all amendments thereto are] hereinafter referred to as the "Lease"), covering all or a portion of property legally described in **Schedule A** attached hereto and made a part hereof (the "Property").

B. Mortgagee has made a loan (the "Loan") to Landlord which is secured, in part, by the lien of a mortgage and an assignment of leases and rents, each executed and delivered by Landlord to Mortgagee encumbering the Property (collectively, the "Mortgage").

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Subordination.** The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the lien of the Mortgage, and to all amendments, modification, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. **Non-Disturbance.** In the event of a foreclosure of the Mortgage, provided that at the time of the commencement of any such action or proceeding the Postal Service shall not be in default under any of the terms of the Lease beyond the expiration of any applicable notice or grace periods, Mortgagee agrees for itself and its successor and assigns that it will not join the Postal Service in summary or foreclosure proceedings unless applicable law requires Mortgagee to join all commercial occupants of the Property in such proceedings and then such joinder shall be for notice purposes only and that the leasehold interest of the Postal Service under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Mortgagee shall recognize and accept the Postal Service as tenant under the Lease subject to the terms and provision of the Lease. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity or as a consent or agreement by the Postal Service to subject itself to the jurisdiction of any state or local governmental entity or court of law.

3. **Attornment.** Upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby as provided in this Agreement, and the Postal Service agrees to attorn to the transferee of the



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Property (the "Transferee") as the landlord under the Lease and the Transferee shall accept such attornment; provided, however, if requested by Transferee, the Postal Service shall execute a new lease with the Transferee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants and in form acceptable to the Postal Service.

4. Notice to Mortgagee. Prior to terminating the Lease due to a default by Landlord thereunder, the Postal Service agrees to notify Mortgagee of such default in writing and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice, or if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter, but not to exceed sixty (60) days after Mortgagee's receipt of the notice.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given if delivered in accordance with the delivery methods under the Lease, addressed to the Postal Service at the address identified in the Lease and addressed to Mortgagee at the address identified above.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. No Oral Modifications. This Agreement can be modified only in writing duly executed by both parties.

8. Choice of Law. This Agreement shall be governed and interpreted in accordance with Federal Law, however if there is no applicable Federal law then the law of the state where the Premises are located shall be applied. Venue shall lie only in the Federal courts.

9. Duplicated Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[Signature Page Follows]



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

MORTGAGEE:

BY: _____

NAME: _____

TITLE: _____

Subscribed and Sworn to before me, a notary public, in and for _____ County, State
of _____ this _____ day of _____.

Notary Public

My commission expires

POSTAL SERVICE:

UNITED STATES POSTAL SERVICE

BY: _____

NAME: _____

TITLE: _____



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

Subscribed and Sworn to before me, a notary public, in and for _____ County, State
of _____ this _____ day of _____.

Notary Public

My commission expires



Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location
BISBEE - COPPER QUEEN STATION (030740-001)
6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
Lease: QU0000633105

SCHEDULE A

(to SNDA)

LEGAL DESCRIPTION

The space known as the Bisbee, AZ 85603 BISBEE COPPER QUEEN STATION Postal Facility and described in Section 1 of Page 1 hereof and more particularly described as a portion of 6 Main St, Town of Bisbee, Cochise County, State of Arizona 85603 and further being the entire ground floor of the multi-level building situated on Lots 12 and 13, Block 4, Original Plat of Bisbee, City of Bisbee, Cochise County, Arizona, also described within Exhibit A - Site Plan, herein attached.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **September 20, 2022**

Regular Special

DATE ACTION SUBMITTED: September 13, 2022, 2022

REGULAR **CONSENT**

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

SUBJECT: **Discussion and Possible Approval the Notice of Intent to adopt Ordinance O-22-14; an ordinance of the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, authorizing the sale and transfer of certain property located at 105 E Street, City of Bisbee, County of Cochise, State of Arizona under the city’s workforce housing initiative; authorizing the taking of all other actions necessary for the consummation of the transaction contemplated by this ordinance.**

FROM: **Stephen Pauken, City Manager**

RECOMMENDATION: **Approve Ordinance**

PROPOSED MOTION: **I move to approve the Notice of Intent to adopt Ordinance O-22-14; an ordinance of the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, authorizing the sale and transfer of certain property located at 105 E Street, City of Bisbee, County of Cochise, State of Arizona under the city’s workforce housing initiative; authorizing the taking of all other actions necessary for the consummation of the transaction contemplated by this ordinance**

DISCUSSION:

Approval of this Ordinance would authorize the sale of 105 E St. and set the sales price of \$95,000.00. This property is part of the City’s Workforce Housing Initiative.

FISCAL IMPACT: **\$95,000**

DEPARTMENT LINE ITEM ACCOUNT: **45-35-10000**

BALANCE IN LINE ITEM IF APPROVED: **TBD**

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Pauken
Stephen Pauken
City Manager

**NOTICE OF INTENT
ORDINANCE O-22-14**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF
THE CITY OF BISBEE, COUNTY OF COCHISE, STATE
OF ARIZONA, AUTHORIZING THE SALE AND
TRANSFER OF CERTAIN PROPERTY LOCATED AT 300
CAMPBELL STREET, CITY OF BISBEE, COUNTY OF
COCHISE, STATE OF ARIZONA UNDER THE CITY'S
WORKFORCE HOUSING INITIATIVE; AUTHORIZING
THE TAKING OF ALL OTHER ACTIONS NECESSARY
FOR THE CONSUMMATION OF THE TRANSACTION
CONTEMPLATED BY THIS ORDINANCE**

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

WHEREAS, pursuant to Article 2.10 of the City Code, Bisbee Workforce Housing Initiative, the transfer and conveyance of the subject property to Matthew Gurney and Amber Gurney meets the eligibility and purchase price requirements; and

WHEREAS, the Council, by majority vote, has determined that it would be in the best interests of the City of Bisbee to sell the City's interests in 105 E Street, City of Bisbee, County of Cochise, State Arizona and more particularly described in the attached Exhibit A; and,

WHEREAS, the City has received a Broker's Price Opinion (BPO) of the value of the property, has received an offer at no less than eight (80%) percent of the BPO for this property and has approved the sale of this property; and,

WHEREAS, the sale and transfer of the Property as provided for herein is in the furtherance of the purposes of the City and in the public interest; and

WHEREAS, it is necessary for the preservation of the peace, health and safety of the City, an emergency is declared to exist, and this Ordinance shall become immediately operative and in force from and after the date of posting hereof.

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

Section 1. The sale of that certain property located at 105 E Street, City of Bisbee, County of Cochise, State Arizona and more particularly described in the attached Exhibit A to Matthew Gurney and Amber Gurney for the sum of \$95,000.00, to be paid in cash or other certified funds prior to the closing of this transaction, is hereby authorized.

Section 2. The City Manager is further authorized to execute a Warranty Deed on behalf of the City for the transfer of this property and to execute any and all additional documents that may be necessary for the completion of this transaction.

Section 3. All actions of the officers and agents of the City which conform to the purposes and intent of this Ordinance and which further the sale of the Property as contemplated by this Ordinance, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 4. The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety of the City for the reason that the transaction authorized herein must be sold immediately to secure the best, available economic terms thereof; an emergency is, therefore declared to exist, and this Ordinance is enacted as an emergency and shall be in full force and effect immediately upon its passage by the Mayor and Council of the City, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona. If this Ordinance is not approved by the affirmative vote of three-fourths of all the members of the Mayor and Council of the City, the foregoing declaration of an emergency shall be inoperative, and this Ordinance shall not become operative until thirty (30) days after its passage.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2022.

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C.

EXHIBIT A

PROPERTY DESCRIPTION

SAGINAW LOT 105, BLK 5



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 20, 2022

Regular Special

DATE ACTION SUBMITTED: September 15, 2022

REGULAR **CONSENT**

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

SUBJECT: EPA Clean-up Grant Application for Hillcrest Apartment Building.

FROM: Steve Pauken, City Manager

RECOMMENDATION: Approve grant preparation agreement with Stantec Consulting Services.

PROPOSED MOTION: I move to approve a grant preparation agreement with Stantec Consulting Services to prepare an application for Environmental Remediation Services at the Hillcrest Apartment Building.

DISCUSSION:

There is a significant amount of asbestos and other environmental hazards that have been identified in the Hillcrest Building. We have recently been advised of an EPA Grant that is available to fund all or part of this cost, which will bring down the overall cost of the renovation for the developer. Stantec Consulting is the firm that we use for the county environmental testing contract. The cost of this preparation agreement is \$7,500 and due to the highly technical nature of this service, Stantec is recommended as a sole-source bidder.

FISCAL IMPACT: \$7,500

DEPARTMENT LINE-ITEM ACCOUNT: 79-10-20001 (ARPA)

BALANCE IN LINE ITEM IF APPROVED: Approximately \$1.4 Million

Prepared by: 
Nina Williams
Deputy City Clerk

Reviewed by: 
Stephen J. Rauken
City Manager



September 9, 2022
File: 203782011

Attention: Steve Pauken, City Manager
City of Bisbee
76 Erie Street
Bisbee, AZ 85603

Dear Steve,

Reference: FY23 EPA Cleanup Grant Preparation Services

This proposal, provided by Stantec Consulting Services Inc. (Stantec), is to assist the City of Bisbee prepare a single U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant application for \$500,000 of funding as part of the fiscal year 2023 (FY23) grant competition.

The activities to be performed by Stantec will include:

- Reviewing applicable background documents and grant guidelines;
- Preparing a detailed list of comments, questions, suggested strategies, and requests for background documents for discussion during a grant kick-off meeting or call;
- Conducting necessary research to enhance various sections of the grant application;
- Preparing the grant narrative and other required components of the grant application (anticipated to include a transmittal letter, Regional Priorities and Other Factors Checklist, Threshold Criteria, and/or other attachments required by EPA);
- Meetings with City personnel as needed throughout the grant application process;
- Preparation of an Analysis of Brownfields Cleanup Alternatives (ABCA) which must be made available for public comment before submittal of the grant application;
- Preparation of a public notice about the ABCA and the City's plans to apply for this grant to be published by the City in a local newspaper;
- Assisting the City with community engagement activities including:
 - Soliciting required letters from regulatory agencies (ADEQ); and
 - Attending one public informational meeting which must be held at least two weeks prior to the submittal of the brownfield grant application to EPA to solicit public input on the application and the ABCA;
- Preparing a DRAFT narrative for the City's review at least 1 week prior to the submittal deadline;
- Addressing City comments on the DRAFT narrative and providing a final package at least two days in advance of the submittal deadline; and
- Assisting the City with assembling the final application for submittal to EPA.

If the City's FY23 EPA Brownfield Cleanup Grant application is not selected for funding, Stantec will participate in a debrief meeting with the City and EPA. If mutually agreeable to the City and Stantec, Stantec will assist the County with enhancing the application for resubmittal as part of the FY24 EPA Brownfield Grant competition.

September 9, 2022
Steve Pauken, City Manager
City of Bisbee
76 Erie Street Bisbee, AZ 85603
Page 2 of 2

Reference: FY23 EPA Cleanup Grant Preparation Services

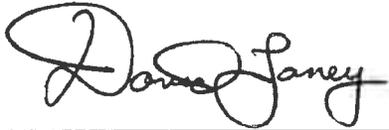
COST

The scope of work described herein will be completed for a lump sum cost of \$7,500.00, plus any applicable Gross Receipts Taxes, which will full and complete compensation for services under this Agreement, including all expenditures made and expenses incurred by Stantec. This cost assumes that Stantec will be able to utilize funding from the existing Cochise County EPA brownfields assessment grant to pay for the cost to prepare the ABCA.

If this the scope and cost of these services are acceptable to the City, please sign and return the attached Professional Services Agreement.

Sincerely,

Stantec Consulting Services Inc.



Dave Laney CHMM
Principal, Environmental Services
Phone: (602)670-7009
dave.laney@stantec.com

Attachment: Professional Services Agreement

This Agreement is made and entered into effective September 12, 2022 (the "Agreement Date") by and between:

"Client"

Name: City of Bisbee
Address: 76 Erie Street Bisbee, AZ 85603
Phone: 520-432-6000
Representative: Steve Pauken, City Manager Email: spauken@bisbeeaz.gov

"Stanlec"

Name: Stantec Consulting Services Inc.
Address: 3133 West Frye Road, Suite 300
Phone: (480) 687-6100
Representative: Dave Laney Email: dave.laney@stantec.com

Project Name (the "Project"):

EPA FY23 Brownfields Cleanup Grant

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractor's bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

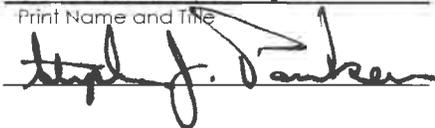
City of Bisbee

Stantec Consulting Services Inc.

Steve Pauken, City Manager
Print Name and Title

Dave Laney, Principal
Print Name and Title

Signature



Signature

Print Name and Title

Print Name and Title

Signature

Signature



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Bisbee
(Hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(Hereinafter called "Stantec")

EFFECTIVE: September 12, 2022

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

Proposal titled "FY23 EPA Cleanup FY23 EPA Cleanup Grant Preparation Services" dated 9/9/22

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: September 12, 2022]

Estimated Completion Date: November 30, 2022

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

\$7,500.00 lump sum not to exceed fee

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is an FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL
CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

[Click and insert additional items. If none, type 'No additional conditions' or similar wording.]

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

ADDITIONAL
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

RATE TABLE

Billing Level	2022-2
3	\$105
4	\$116
5	\$132
6	\$136
7	\$144
8	\$154
9	\$159
10	\$164
11	\$179
12	\$188
13	\$198
14	\$208
15	\$220

INSURANCE
REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **September 20, 2022**

Regular Special

DATE ACTION SUBMITTED: September 15, 2022

REGULAR **CONSENT**

TYPE OF ACTION:

RESOLUTION **ORDINANCE** **FORMAL ACTION** **OTHER**

SUBJECT: **Discussion and Possible Approval to Award KE&G Construction Inc. the Demolition and Earthwork project for the New City Hall for the City of Bisbee and Authorize the Mayor to enter into a contract with KE&G Construction Inc.**

FROM: Stephen J. Pauken, City Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve awarding KE&G Construction Inc. the Demolition and Earthwork project for the New City Hall for the City of Bisbee and Authorize the Mayor to enter into a contract with KE&G Construction Inc.

DISCUSSION:

Bids were requested for the Demotion and Earthwork for the new City Hall for the City of Bisbee. The City received four (4) bids in total.

Attached you will find the Bid Tabulation sheet and KE&G's proposal.

FISCAL IMPACT: \$142,500.00

DEPARTMENT LINE-ITEM ACCOUNT: 99-40-05409

BALANCE IN LINE ITEM IF APPROVED: TBD

Prepared by: *Nina Williams*
Nina Williams
Deputy City Clerk

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

**ACCEPTANCE OF PROPOSAL
NOTICE OF AWARD**

The Proposal is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of the Contract to the Vendor.

The Vendor is bound to provide the materials and/or services identified in the Proposal, subject to all terms, conditions, specifications, amendments, and other requirements set forth in this Notice of Solicitation and the Contract.

The Vendor shall not commence any billable work or provide any materials or services under this document until the Vendor and the City execute the Contract and the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By _____

Date: _____

Its: _____

DEMOLITION AND EARTHWORK FOR THE NEW BISBEE CITY HALL
 BID TABULATION SHEET
 Thursday, September 15, 2022 @ 4:00 PM

<u>CONTRACTOR</u>	<u>BID</u>	<u>LIST OF SUBCONTR'S</u>	<u>BID BOND</u>	<u>ADDENDA</u>	<u>NON COLLUSION</u>
Marsh Development	433,162.00	✓	✓	✓	✓
Lithic Construction	168,000.00	X	✓	—	—
KE & G	142,500.00	✓	✓	✓	✓
KWR	499,936.06	✓	✓	✓	✓

KE & G - Justin Wilson
 Albert Hopper, Architect
 Steve Pauken, City Manager
 Matt Gurney, Public Works Director
 Nina Williams, Deputy City Clerk

From: [Stephen Pauken](#)
To: [Nina Williams](#)
Subject: Fwd: New Bisbee City Hall
Date: Friday, September 16, 2022 6:53:07 AM

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Albert N Hopper Jr
Sent: Friday, September 16, 2022 6:20:52 AM
To: Stephen Pauken <spauken@bisbeeaz.gov>
Subject: New Bisbee City Hall

Hi Steve,

This email is to recommend that the Bisbee Mayor and Council award the demolition and earthwork bid for the subject project to KE&G Construction, Inc. I have worked with them on a number of projects, including the Honda and Nissan dealerships in Sierra Vista for Lawley Automotive Group. I have found that do very good work.

Please contact me if you have any questions.

Thank you,

Albert

--

Albert N. Hopper, Jr.

Demolition and Earthwork for the New City Hall for the City of Bisbee 118 Arizona Street, Bisbee, Arizona

BID PROPOSAL FORM

Place: Bisbee City hall; Date: 9/15/2022

PROPOSAL of KE&G CONSTRUCTION, INC.

A corporation duly organized and existing under the laws of the State of Arizona.

A partnership consisting of _____

An individual doing business under the name and style of _____

TO: CITY OF BISBEE

(Hereinafter referred to as the "Owner"):

1. In compliance with the Project Manual, Construction Drawings and Specifications, the undersigned hereby proposes to provide materials, labor, equipment, services and transportation required to perform all work to construct the project designated hereinabove in a good and workmanlike manner in conformity with the Contract Documents and agrees, upon written notice of acceptance of this bid, which may be awarded by the Owner within thirty (30) days after the date of opening of the bids, to:

1. Execute the annexed Contract in accordance with the bid as accepted for the following sum:

GENERAL DESCRIPTION OF THE WORK	
A)	<u>BASE BID:</u> (includes all applicable fees and taxes) The entire project.
For the sum of: <u>One hundred Forty-two Thousand Five hundred</u> <u>Dollars and zero cents</u> (\$ <u>142,500.00</u>) DOLLARS	

2. The Undersigned hereby includes with this bid a Bid Bond in an amount equal to ten percent (10%) of the bid amount.

Demolition and Earthwork for the New City Hall for the City of Bisbee 118 Arizona Street, Bisbee, Arizona

BID PROPOSAL FORM

3. The Undersigned understands that time is of the essence in completing the project and if awarded, shall complete the project in 90 consecutive calendar days.

4. The Undersigned has included the following net cash allowance: \$7,500.00

Special inspection services to be provided by Pattison Engineering, LLC, 2660 E. Ganley Rd. Tucson, AZ 85706, Office: 520-881-1234. Costs incurred by the Contractor and/or Subcontractors for mis-scheduled tests or prolonged standby time shall not be applied to this allowance.

It is understood and agreed that taxes, overhead and profit on this allowance are included elsewhere in the proposal and not in the allowance.

5. It is understood and agreed if the Undersigned Bidder is awarded the Contract that the Bidder will execute the Construction Services Contract and post the required Payment and Performance Bonds within 10 days.

6. The Undersigned agrees that the Bid as stated herein includes the cost of insurance and bonds as required by the Contract Documents.

7. The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

8. The undersigned understands that the Owner may make such investigations as deemed necessary to determine if a bid is responsive. Factors that will be considered include the proposed contractor's financial, material, personnel or other resources, including subcontracts and the contractor's record of performance and integrity. The Owner reserves the right to accept the lowest, responsive bid; to consider alternatives; or to reject any and all bids; to negotiate with any bidder; and to waive irregularities or informalities deemed advantageous to the Owner.

9. The Undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the Undersigned in making this bid.

10. The Undersigned has provided as part of this Proposal the following documents: 1. List of Subcontractors along with their cost according to the 16 subdivisions of the Construction Specifications Institute, CSI, format; 2. Contractor Qualification Statement with at least 5 references of work completed of comparable size and value.

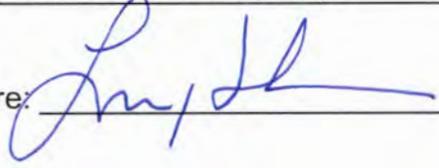
Demolition and Earthwork for the New City Hall for the City of Bisbee 118 Arizona Street, Bisbee, Arizona

BID PROPOSAL FORM

11. The Undersigned is the holder of Arizona State General Contractor's No.

227962 & 227963 and Classification A GENERAL ENGINEERING B-1 GENERAL COMMERCIAL CONTRACTOR

Firm Name: KE&G CONSTRUCTION, INC.

Authorized Signature: 

Business Address Complete: 1602 PASEO SAN LUIS, SUITE 202

SIERRA VISTA, AZ 85635

Business Phone Number: 520-458-9594 Fax Number: 520-458-2362

Business E-mail Address: LSAUNDERS@KEGTUSV.COM

Bidder shall signify receipt of all addenda (if any):

Addenda No. 1 Date 9/6/2022

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Demolition and Earthwork for the New City Hall for the City of Bisbee 118 Arizona Street, Bisbee, Arizona

ADDENDUM NO. ONE TO BID DOCUMENTS

Date: September 6, 2022

This Addendum contains a total of one page.

The following clarifications and/or revisions to the Bid Documents and/or Drawings for the project shall become a part of the Contract Documents. Only these items are to be altered. The remainder of the original Bid Documents and/or Drawings maintains validity in their entirety. The Bidder shall acknowledge receipt of this Addendum by signing the Addenda Acknowledgement Form. Failure to meet this material term results in a non-responsive bid and will not be considered for evaluation and award.

INFORMATION

1. The sign in sheet of those attending the pre-bid meeting held on Tuesday, September 6, 2022 at 10:00 AM is attached.
2. The Non-Collusion and Lobbying Affidavit that must be completed and submitted with the bid is attached.
3. Contractor shall apply for building permit and schedule required inspections with the City of Bisbee Building Inspector. All permit fees are waived.

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS
NO COLLUSION IN RESPONSE
TO SOLICITATION**

STATE OF ARIZONA)
)
CITY OF)

Lawrence Saunders
(Name of Individual)

BEING DULY SWORN, DEPOSES AND SAYS:

That he is Southern Arizona Division Manager
(Title)
of KE+G construction, INC.
(Name of Business)

That Pursuant to Section 34-253 of the Arizona Revised Statutes, he certifies as follows:

That neither he nor anyone associated with said
KE+G Construction, INC.
(Name of Business)

has directly, or indirectly, entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding in connection with this project.

Lawrence Saunders
(Name)
Southern Arizona Division
Manager
(Title)
KE+G construction, INC.
(Name of Business)

Subscribed and sworn to before me this 15TH day of SEPTEMBER 2022.

My commission Expires:
05/29/2025

Blanca A. Hightower
(Notary Public)



LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

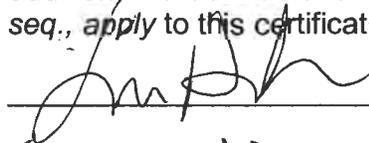
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-contracts at all tiers and that all sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, KEEG Construction, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Southern Arizona Division Manager
Name and Title of Contractor's Authorized Official

9/15/2022 Date

ATTACHMENT 1: NON-COLLUSION AFFIDAVIT

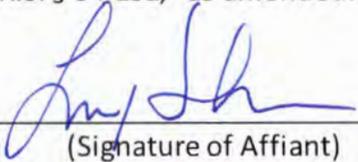
STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

LAWRENCE SAUNDERS being first duly sworn, deposes and says:

That he/she is the SOUTHERN ARIZONA of KE&G CONSTRUCTION, INC.
DIVISION MANAGER (Title) (Name of Firm)

submitting this Response in response to the RFQ identified below.

That, in connection with the above-mentioned Project, neither he/she, nor anyone associated with the aforesaid Firm, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, as amended.

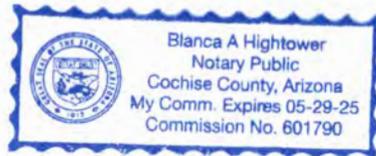


(Signature of Affiant)

Subscribed and sworn to before me this 13TH day of SEPT., 2022.

My Commission Expires: 05/29/2025

(Notary Public)



Demolition and Earthwork for the New City Hall for the City of Bisbee 118 Arizona Street, Bisbee, Arizona

In compliance with the Instructions to Bidders, the Undersigned submits the following names of all subcontractors to be used in performing the Contract along with their approximate cost.

Subcontractor's Name	Subcontractor's Work	Cost of Subcontract
1. Custom Saw cuts	Saw cutting	\$ 8,450.00
2. Western Tech.	QC TESTING	\$ 5,000.00
3.		
4.		
5.		



Contractor's Authorized Signature

BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34, AND 41,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, we KE&G Construction, Inc., (hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with its principal offices in Hartford, CT, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Bisbee, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of Principal's Bid Amount

for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Demolition and Earthwork for the New City Hall for the City of Bisbee
118 Arizona Street, Bisbee, Arizona

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the _____ specifications with good and sufficient Surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ 13th _____ day of _____ September _____, 2022 _____.

KE&G Construction, Inc.
Principal **SEAL**

Travelers Casualty and Surety Company of America
SURETY **SEAL**

By: *Lawrence Sanders*
Its: Lawrence Sanders
Southern Arizona Division
Manager

By: *Tina Marie Perkins*
Tina Marie Perkins, Attorney-In-Fact
Lovitt & Touché, MMA
AGENCY OF RECORD

7202 E Rosewood St, Suite 200, Tucson, AZ 85710
AGENCY ADDRESS



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

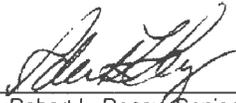
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Marie Perkins** of **TUCSON, Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

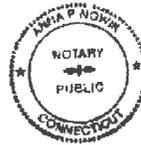
City of Hartford ss.

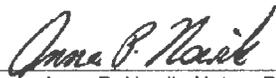
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

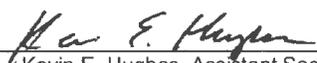
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **September**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**