

AMENDED AGENDA

AMENDED AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, OCTOBER 18, 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

Excused

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:

- Proclamation: City of Bisbee Employee Appreciation Week Arizona Cities and Towns 2022

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 October 4, 2022.

Ashlee Coronado, City Clerk

- B. Approval of the Minutes of the Special Session of Mayor and Council held on October 4, 2022.

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 #8, Bisbee, Arizona on Sunday, November 6, 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 #8, Bisbee, Arizona on Sunday, November 13, 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 #8, Bisbee, Arizona on Sunday, November 20, 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 #8, Bisbee, Arizona on Sunday, November 27, 2022; Natalie Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- G. Approval of a Park, Facility, and Right-of-Way use permit for Old Shit Rules for the use of the Brewery Gulch Area for their Prowl Event to be held starting on Friday, March 17, 2023 at 11:59pm and ending on Sunday, March 19, 2023 at 11:59am; this includes set-up and break down.

Ashlee Coronado, City Clerk

- H. Approval of a Special Event Liquor License Application submitted by Bisbee Council on the Arts & Humanities for an event to be held at 89 Main Street, Bisbee, AZ on Saturday, October 29, 2022, from 12:00am to 10:00pm.**

Ashlee Coronado, City Clerk

OLD BUSINESS

- 3. 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

NEW BUSINESS

- 4. Discussion and Consideration of Hillcrest Bids for Renovation for Affordable Housing.

Stephen Pauken, City Manager

Melissa Hartman, Planner

- 5. Discussion and Possible Approval of a Permanent Extension of Premises/Patio Permit Application Submitted by Electric Brewing LLC, 1326 W Hwy 92 Ste. #8 Bisbee, AZ; Joseph Fredrickson, Applicant.

Ashlee Coronado, City Clerk

- 6. Discussion and Possible Approval of Resolution R-22-18: A Resolution of the Mayor and Council of the City of Bisbee Approving the Transfer of Budget Funds within the City of Bisbee Fiscal Year 2021-2022 Budget.

Keri Bagley, Finance Director

- 7. Discussion and Possible Approval to purchase parts from C&M Motors Inc.
Matt Gurney, Public Works Director

- 8. Discussion and Possible Approval to Request for Proposal the replacement of HVAC systems in the Copper Queen Library, Fire Station 81, and Fire Station 82.

Matt Gurney, Public Works Director

- 9. Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-22-11; Amending the City of Bisbee Code, Article 7.10 Light Pollution and the Bisbee Zoning Code, Articles 3, 6, 7, and 9.

Stephen Pauken, City Manager

- 10. Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-22-15; Amending the City of Bisbee Code Article 8, Business Regulations, by Repealing and Replacing Section 8.9 Vacation Rentals and Short-Term Rentals.

Stephen Pauken, City Manager

- 11. 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

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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-397271	UNLEADED FUEL	09/27/2022	5,058.45	00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLEUM	SEN-397271	DIESEL FUEL	09/27/2022	2,976.37	00	
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE 10-1-2022	Police union dues for PPE 10-1-2	10/06/2022	135.00	135.00	10/06/2022
1147	BISBEE FIREFIGHTERS LOCAL	PPE-10-1-2022	UNION DUES-FIRE DEPARTME	10/06/2022	320.77	320.77	10/06/2022
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-BFD- O	LegalShield Premiums Fire Dept	10/13/2022	52.85	00	
5909	LEGAL SHIELD	LEGAL-CITY-O	LegalShield Premiums City Octob	10/06/2022	354.90	354.90	10/06/2022
10-2021500 ST COMPENSATION FUND PAYABLE							
5327	AZ MUNICIPAL RISK RETENTIO	Acct 40000577	WC Jul-Sept 2022 1st Qtr Premiu	09/29/2022	38,133.00	38,133.00	10/07/2022
10-34-10100 PLANNING/ZONING APPLICATIONS							
1620	MICHAEL STEFAUN	5 304672	REFUND FOR DRB APPLICATIO	09/14/2022	250.00	00	
10-34-10880 PARKS USE PERMIT							
1724	BRUCE SNYDER	22-1007	VENDOR FEES-REIMBURSED	10/07/2022	6.00	00	
1729	DEBORAH REARDON	22-1007	VENDOR FEES-REIMBURSED	10/07/2022	6.00	00	
1731	HEATHER REDDON	22-1007	VENDOR FEES-REIMBURSED	10/07/2022	6.00	00	
1742	JACKIE HOWARD	22-1007	VENDOR FEES-REIMBURSED	10/07/2022	6.00	00	
1745	LES WHITE	22-1007	VENDOR FEE-REIMBURSED	10/07/2022	6.00	00	
1747	MEL SOWID	22-1007	VENDOR FEES-REIMBURSED	10/07/2022	6.00	00	
1755	SUE KAWAMOTO	22-1007	VENDOR FEES-REIMBURSED	10/07/2022	6.00	00	
10-34-40066 AMBULANCE FEES							
7100	MARS REFUND ACCOUNT	2022.06.13	PATIENT REFUND	06/13/2022	376.10	00	
7100	MARS REFUND ACCOUNT	2022.08.22	PATIENT REFUND	08/22/2022	1,376.08	00	
7100	MARS REFUND ACCOUNT	2022.10.11	PATIENT REFUND	10/11/2022	120.73	00	
Total :					49,196.25	38,943.67	
CITY MANAGER							
10-51-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	269640581001	USB 2.0 STEREO SPEAKER	09/28/2022	12.89	00	
Total CITY MANAGER:					12.89	00	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6366	ARIZONA DEPARTMENT OF RE	2023-104	AZDOR TAX SYSTEM MODERNI	09/26/2022	3,257.49	00	
1181	PEREGRINE CORP.	491899	UTILITY BILLING	09/30/2022	1,210.91	00	
10-52-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	266046876001	CREDIT OF FILE BOX	09/29/2022	10.94	00	
6340	ODP BUSINESS SOLUTIONS, LL	268350467001	PAPER ROLLS. DEPOSIT CLEA	09/24/2022	57.68	00	
6340	ODP BUSINESS SOLUTIONS, LL	268351764001	MANILA FOLDERS. INK CARTRI	09/26/2022	129.07	00	
10-52-42000 ADMIN SPECIAL SUPPLIES							
2970	BUSINESS SOLUTIONS GROUP	16077	2022 TAX FORMS	09/23/2022	138.12	00	
Total FINANCE DEPARTMENT:					4,782.33	00	
CITY CLERK							
10-53-42040 ADVERTISING							
1153	BISBEE OBSERVER	10709	9/29,29 2022 WARD MEETINGS-	09/29/2022	53.82	00	
1153	BISBEE OBSERVER	10720	9/29, 10/06, 2022 O-22-12	10/06/2022	65.52	00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-53-46531 ELECTION EXPENSE							
6806	RUNBECK ELECTION SERVICE	227478	PRINTING, TRANSLATING 2600	09/30/2022	4,151.45	.00	
Total CITY CLERK:					4,270.79	.00	
COMMUNITY DEVELOPMENT							
10-54-22000 WATER - SHELTER							
1106	ARIZONA WATER COMPANY	03117020951-0	Tovreaville/Pound - #0311702095	09/26/2022	277.39	277.39	10/03/2022
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WORKS	49	TOVREAVILLE RD-ANIMAL SHE	10/01/2022	64.97	64.97	10/03/2022
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	10718	10/06/2022 P&Z NOTICE	10/06/2022	82.09	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON CMLX-DOU	D08147820220	INMATE LABOR	10/05/2022	76.00	.00	
1726	CAR KEYS EXPRESS	CKE-2030743	GM KEY 500/2006 CHEVROLET	09/29/2022	149.47	.00	
6544	FRIENDS OF BISBEE ANIMAL S	22-1003	October 2022 Payment	10/03/2022	5,500.00	5,500.00	10/03/2022
Total COMMUNITY DEVELOPMENT:					6,149.92	5,842.36	
ADMINISTRATION & GENERAL GOV'T							
10-55-22000 WATER							
1106	ARIZONA WATER COMPANY	03117020303-0	Juvenile Detent Home- Chambers	09/26/2022	195.54	195.54	10/03/2022
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	76 ERIE ST-CITY HALL	10/01/2022	409.74	409.74	10/03/2022
1225	BISBEE PUBLIC WORKS	49	TOVREAVILLE RD-CHAMBERS	10/01/2022	53.71	53.71	10/03/2022
10-55-24000 PHONES							
1791	CENTURY LINK QCC	601841585	Long Distant / #72745186	09/24/2022	43.79	43.79	10/11/2022
10-55-34000 CONTRACT SERVICES							
5710	XEROX CORPORATION	017263694	COPY CHARGES-SEPTEMBER	10/01/2022	577.02	.00	
10-55-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS. LL	269640686001	EARBUD WIRED MIC BLK-ADMI	09/28/2022	8.59	.00	
10-55-42040 ADVERTISING							
6413	KBRP	22-1006	12-MONTH KBRP UNDERWRITE	10/06/2022	525.00	.00	
Total ADMINISTRATION & GENERAL GOV'T:					1,813.39	702.78	
PERSONNEL							
10-56-12500 RECRUITMENT/EMPLOYEE TESTING							
1153	BISBEE OBSERVER	10687	CLASSIFIED AD-MULTIPLE DEP	09/22/2022	104.43	.00	
Total PERSONNEL:					104.43	.00	
INFORMATION SYSTEMS							
10-59-24001 INTERNET ACCESS							
4059	SPARKLIGHT	22-0923/CH-1	Internet Svc- City Hall /76 Erie St.-	09/27/2022	258.43	258.43	10/11/2022
10-59-31000 PROFESSIONAL FEES							
6343	EXECUTECH	EXEC-125398	IT SERVICES AGREEMENT	09/01/2022	3,928.00	3,928.00	10/03/2022
6343	EXECUTECH	EXEC-126942	ACRONICS CLOUD STORAGE/B	08/31/2022	815.33	815.33	10/03/2022
Total INFORMATION SYSTEMS:					5,001.76	5,001.76	
POLICE DEPARTMENT							
10-62-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	Acct 40000577	WC Oct-Dec 2022 1st Qtr Police-	09/29/2022	540.00	540.00	10/07/2022
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	35 HWY 92-POLICE	10/01/2022	157.48	157.48	10/03/2022
10-62-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001417369	1 W. HWY 92 - Police #91000141	09/26/2022	54.23	54.23	10/03/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-62-34000 CONTRACT SERVICES							
1532	CITY OF SIERRA VISTA	4251	JUL-SEP SEACOM	09/28/2022	31,737.50	.00	
Total POLICE DEPARTMENT:					32,489.21	751.71	
FIRE DEPARTMENT							
10-64-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	4361690000-0	645 Tombstone Cyn Sta 2 - #4361	10/05/2022	365.07	365.07	10/11/2022
10-64-22000 WATER							
1106	ARIZONA WATER COMPANY	03117013803-0	192 HWY 92/Fire #1 - #03117013	09/26/2022	60.74	60.74	10/03/2022
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	192 HWY 92-FIRE STATION #1	10/01/2022	118.76	118.76	10/03/2022
1225	BISBEE PUBLIC WORKS	49	645 TOMBSTONE CYN-STATION	10/01/2022	118.76	118.76	10/03/2022
10-64-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001898098	192 Highway 92 - Fire #9100018	09/26/2022	104.76	104.76	10/03/2022
1751	SOUTHWEST GAS CORPORATI	910001916351	645 Tombstone Cyn - Fire #2- 910	10/07/2022	60.34	60.34	10/11/2022
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	22-1023-1/FS1	Internet Svc-Fire Station 1-10126	10/01/2022	80.99	80.99	10/11/2022
10-64-34000 CONTRACT SERVICES							
1503	BUILDING REPORTS.COM, INC.	149425	MOBILE ELECTRONICS INSPEC	09/30/2022	34.04	.00	
6172	MMPC	107936	PEST CONTROL	10/07/2022	55.00	.00	
6172	MMPC	107959	PEST CONTROL	10/07/2022	50.00	.00	
5710	XEROX CORPORATION	014025493	MONTHLY CHARGE JULY 2021	08/01/2021	109.10	.00	
5710	XEROX CORPORATION	017263695	MONTHLY CHARGE SEPTEMBE	10/01/2022	128.69	.00	
10-64-34010 AMBULANCE BILLING SERVICES							
7071	AMB	0108359-IN	SEPTEMBER AMBULANCE BILLI	09/30/2022	1,666.13	.00	
10-64-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	269640687001	FOLDER HNG. LGLx4	09/29/2022	90.77	.00	
10-64-42050 NON CAP ADMIN EQUIP/FURN							
6687	IFC RADIOS AND SAFETY	22365	BK RADIO KNG, P25 5000 CHAN	10/05/2022	3,266.05	.00	
10-64-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	36661	HOSE CLAMP	10/12/2022	2.59	.00	
4672	WAXIE SANITARY SUPPLY	81227788	CLEANING SUPPLIES	10/05/2022	68.86	.00	
10-64-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36584	SINGLE KEY MADE	10/02/2022	2.14	.00	
1659	ACE HARDWARE	36603	BATTERIES. SUPPLY LINE	10/04/2022	43.04	.00	
1659	ACE HARDWARE	36604	WATER SUPPLY LINE, CHAIN F	10/04/2022	30.36	.00	
1659	ACE HARDWARE	36605	TOOL ORGANIZER	10/04/2022	11.17	.00	
1659	ACE HARDWARE	36637	CAR WASH 100 OZ	10/08/2022	7.07	.00	
5927	ALERT-ALL CORP	222090839	SUPPLIES FOR KIDS. HATS-W	09/29/2022	622.50	.00	
6680	CREATIVE PRODUCT SOURCE	CP1096243	FIRE LINE BARRICADE TAPE	08/31/2022	197.95	.00	
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDICAL, LLC	84693432	MEDICAL SUPPLIES	09/21/2022	956.91	.00	
1321	BOUND TREE MEDICAL, LLC	84695209	MEDICAL SUPPLIES	09/22/2022	6.99	.00	
1321	BOUND TREE MEDICAL, LLC	84695210	MEDICAL SUPPLIES	09/22/2022	174.93	.00	
1321	BOUND TREE MEDICAL, LLC	84700546	MEDICAL SUPPLIES	09/27/2022	1,632.07	.00	
1321	BOUND TREE MEDICAL, LLC	84700547	MEDICAL SUPPLIES	09/27/2022	24.43	.00	
1321	BOUND TREE MEDICAL, LLC	84702523	MEDICAL SUPPLIES	09/28/2022	20.02	.00	
1321	BOUND TREE MEDICAL, LLC	84702524	MEDICAL SUPPLIES	09/28/2022	36.11	.00	
1321	BOUND TREE MEDICAL, LLC	84713273	MEDICAL SUPPLIES	10/06/2022	990.72	.00	
1749	MERCURY MEDICAL	139176	AIRTRAQ SP ET TUBES	10/04/2022	97.28	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	291431	CABLE LUG. WIRE	09/01/2022	19.94	.00	
6536	BISBEE NAPA AUTO PARTS	292299	WINDSHIELD WASHER FLUID	09/14/2022	6.02	.00	
6536	BISBEE NAPA AUTO PARTS	292307	OIL, OIL FILTER, AIR FILTER, WI	09/14/2022	113.58	.00	
6536	BISBEE NAPA AUTO PARTS	293465	ANTIFREEZE	09/28/2022	27.29	.00	
6536	BISBEE NAPA AUTO PARTS	293708	FUSE KIT, ANTIFREEZE	10/01/2022	59.19	.00	
1854	W R RYAN - FIRESTONE	T25811	4 NEW TIRES C-8 VEHICLE	09/06/2022	901.59	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FIRE DEPARTMENT:					12,361.95	909.42	
CITY MAGISTRATE							
10-68-34000 CONTRACT SERVICES							
4607	JANUS POPPE	22-1003	October 2022 Magistrate Services	10/03/2022	1,250.00	1,250.00	10/03/2022
Total CITY MAGISTRATE:					1,250.00	1,250.00	
CEMETERY							
10-70-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	DOUGLAS ST-CEMETARY	10/01/2022	64.97	64.97	10/03/2022
Total CEMETERY:					64.97	64.97	
BUILDING & MAINTENANCE							
10-74-34000 CONTRACT SERVICES							
4415	CULLIGAN OF TUCSON	112X51204808	POST OFFICE-DRINKING WATE	09/30/2022	78.62	.00	
6172	MMPC	107571	PEST CONTROL	10/03/2022	50.00	.00	
6172	MMPC	107581	PEST CONTROL	10/03/2022	110.00	.00	
10-74-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9459314390	PAPER TOWEL SHEET WHITE	09/27/2022	56.67	.00	
10-74-50100 BLDG REPAIR & MAINT							
1659	ACE HARDWARE	36549	ELECTRIC WATER HEATER	09/26/2022	335.37	.00	
1659	ACE HARDWARE	36583	LOCK ENT COM LEVR	10/01/2022	46.57	.00	
1659	ACE HARDWARE	36611	POST OFFICE/RING WAX BOWL	10/05/2022	183.31	.00	
1659	ACE HARDWARE	36613	PLIER PUMP CHANNEL, Y BRA	10/05/2022	37.20	.00	
1862	B&D LUMBER & HARDWARE	195214	PINT CPVC CEMENT, APPLIANC	09/28/2022	49.08	.00	
1862	B&D LUMBER & HARDWARE	195215	CLPON BOX CONNECTOR	09/28/2022	.87	.00	
1862	B&D LUMBER & HARDWARE	195220	CPVC COUPLING, T & P VALVE,	09/28/2022	17.35-	.00	
Total BUILDING & MAINTENANCE:					930.34	.00	
PUBLIC WORKS ADMINISTRATION							
10-75-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	404 BISBEE RD-PUBLIC WORK	10/01/2022	95.20	95.20	10/03/2022
10-75-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	268563598001	PAPER, PAPER ASTROBRIGHT	09/26/2022	102.97	.00	
10-75-45300 CUSTODIAL SUPPLIES							
6038	BRADY INDUSTRIES, LLC	7534645	JANITORIAL SUPPLIES/LINER L	09/20/2022	1,065.32	.00	
1199	ULINE	153858619	COOLFLEX NITRILE GLOVES M	09/13/2022	128.22	.00	
10-75-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36560	PROT WIPES COOL MIST, CLEA	09/28/2022	13.02	.00	
Total PUBLIC WORKS ADMINISTRATION:					1,404.73	95.20	
GARAGE							
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	TOVREAVILLE RD-GARAGE	10/01/2022	103.69	103.69	10/03/2022
10-77-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002351879	4 Tovreaville Rd. 50% Garage	09/26/2022	54.02	54.02	10/03/2022
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4132001456	UNIFORMS	09/21/2022	29.25	.00	
7060	CINTAS	4132888060	UNIFORMS	09/28/2022	29.25	.00	
7060	CINTAS	4133376106	UNIFORMS	10/05/2022	29.25	.00	
7060	CINTAS	9194659797	WATERBREAK COOLER AGREE	10/01/2022	48.87	.00	
10-77-45300 CUSTODIAL SUPPLIES							
7060	CINTAS	4132001380	JANITORIAL SUPPLIES	09/21/2022	7.24	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7060	CINTAS	4132888001	JANITORIAL SUPPLIES	09/28/2022	7.24	.00	
7060	CINTAS	4133376100	JANITORIAL SUPPLIES	10/05/2022	7.24	.00	
10-77-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	293403	AIR FITTING	09/28/2022	28.82	.00	
Total GARAGE:					344.87	157.71	
BUILDING INSPECTOR							
10-79-41500 OFFICE SUPPLIES							
6340	ODP BUSINESS SOLUTIONS, LL	268562130001	TONER HP	09/27/2022	106.54	.00	
6340	ODP BUSINESS SOLUTIONS, LL	268562240001	PAPER LTR ASTR GAMMA GUN	09/26/2022	55.89	.00	
Total BUILDING INSPECTOR:					162.43	.00	
PARKS							
10-80-22000 WATER							
1106	ARIZONA WATER COMPANY	03117017901-0	Tin Town Park/Parks - #03117017	09/26/2022	25.47	25.47	10/03/2022
1106	ARIZONA WATER COMPANY	03117047651-0	Galena/Parks - #03117047651	09/26/2022	25.47	25.47	10/03/2022
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	TOMBSTONE CYN-GARFIELD P	10/01/2022	28.17	28.17	10/03/2022
1225	BISBEE PUBLIC WORKS	49	VISTA PARK	10/01/2022	64.97	64.97	10/03/2022
1225	BISBEE PUBLIC WORKS	49	1 QUALITY HILL-POOL	10/01/2022	75.77	75.77	10/03/2022
1225	BISBEE PUBLIC WORKS	49	5 COPPER PLAZA-PARK MAIN S	10/01/2022	75.77	75.77	10/03/2022
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4132001428	UNIFORMS	09/21/2022	18.64	.00	
7060	CINTAS	4132887961	UNIFORMS	09/28/2022	18.64	.00	
7060	CINTAS	4133376051	UNIFORMS	10/05/2022	18.64	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08184120220	INMATE LABOR	10/05/2022	80.00	.00	
10-80-45300 CUSTODIAL SUPPLIES							
1862	B&D LUMBER & HARDWARE	195266	GAL ALL-PURPOSE CLEANER	09/29/2022	18.04	.00	
4191	GRAINGER	9459314382	PAPER TOWEL SHEETS WHITE	09/27/2022	56.67	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36546	SPRAYWAY CLEANER, PROTEC	09/26/2022	18.22	.00	
1862	B&D LUMBER & HARDWARE	195192	ENGINE OIL	09/27/2022	15.33	.00	
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	36547	COUPLER COMPRESSION	09/26/2022	4.44	.00	
1862	B&D LUMBER & HARDWARE	195167	COUPLING, SWIVEL, ELBOW	09/27/2022	5.69	.00	
Total PARKS:					549.93	295.62	
LIBRARY							
10-83-11700 WORKERS COMPENSATION							
5327	AZ MUNICIPAL RISK RETENTIO	Acct 40000577	WC Oct-Dec 2022 1st Qtr Library-	09/29/2022	32.00	32.00	10/07/2022
10-83-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	6 MAIN ST-LIBRARY	10/01/2022	118.76	118.76	10/03/2022
10-83-24001 INTERNET ACCESS							
4059	SPARKLIGHT	22-1022/SPTV	TV Modem - Library - 135843282	09/23/2022	10.50	10.50	10/11/2022
10-83-34000 CONTRACT SERVICES							
5954	IRONHAWK ELEVATOR, LLC	202210363	ELEVATOR MONTHLY MAINTEN	10/06/2022	121.57	.00	
Total LIBRARY:					282.83	161.26	
SENIOR CITIZENS CENTER							
10-85-22000 WATER							
1106	ARIZONA WATER COMPANY	03117021951-0	Collins Rd - S Cntr - #0311702195	09/02/2022	71.32	71.32	10/03/2022
10-85-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	COLLINS RD-SENIOR CENTER	10/01/2022	75.77	75.77	10/03/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-85-34085 COORDINATOR CONTRIBUTIONS							
3188	BISBEE SENIOR ASSOCIATION	125	Monthly Invoice October 2022	10/03/2022	616.63	616.63	10/03/2022
Total SENIOR CITIZENS CENTER:					763.72	763.72	
Total GENERAL FUND:					121,936.74	54,940.18	
TRANSIENT ROOM TAX							
FUND EXPENDITURES							
20-40-41500 OFFICE SUPPLIES							
6399	WIST OFFICE PRODUCTS	2274843	OFFICE SUPPLIES	09/14/2022	15.93	.00	
20-40-42040 ADVERTISING							
1792	WELCOME NEWCOMERS, INC	8226	ADVERTISING	10/01/2022	50.00	.00	
Total FUND EXPENDITURES:					65.93	.00	
Total TRANSIENT ROOM TAX:					65.93	.00	
STREETS							
FUND EXPENDITURES							
21-40-13400 EDUCATION & TRAINING							
5755	GURNEY, MATTHEW	22-0928	DINNER KEG/TUCSON ROADS	09/28/2022	21.00	.00	
5755	GURNEY, MATTHEW	22-0929	ELCONQUISTADOR/BREAKFAS	09/29/2022	9.00	.00	
5755	GURNEY, MATTHEW	22-0930	LUNCH/PILOT STORE-SUBWAY	09/30/2022	9.01	.00	
6629	RODRIGUEZ, XAVIER	22-0928	REIMBURSEMENT-MEALS	09/28/2022	71.00	.00	
6958	SAAVEDRA, JOSE	22-0928	REIMBURSEMENT-MEALS	09/28/2022	71.00	.00	
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1032111000-09	Az Street St Lights #1032111000	09/27/2022	4,892.64	4,892.64	10/03/2022
21-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002351879	25% Streets	09/26/2022	27.02	27.02	10/03/2022
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4132001469	UNIFORMS	09/21/2022	54.58	.00	
7060	CINTAS	4132888113	UNIFORMS	09/28/2022	54.58	.00	
7060	CINTAS	4133376193	UNIFORMS	10/05/2022	54.58	.00	
21-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08288420220	INMATE LABOR	10/05/2022	185.00	.00	
21-40-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HARDWARE	195073	FIREMAN WEED BURNER	09/22/2022	71.20	.00	
1862	B&D LUMBER & HARDWARE	195137	LONG HANDLE SQUARE POINT	09/26/2022	35.05	.00	
1862	B&D LUMBER & HARDWARE	195264	PALMYRA PUSH BROOM	09/29/2022	21.45	.00	
6536	BISBEE NAPA AUTO PARTS	293604	TIRE PRESSURE MONITOR	09/30/2022	65.99	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36337	FINANCE CHARGE	08/23/2022	50.00	.00	
1659	ACE HARDWARE	36609	EC LINE CRDFIRE, EC SPEED F	10/04/2022	55.81	.00	
1862	B&D LUMBER & HARDWARE	195138	OSB, PREMIX CONCRETE/COL	09/26/2022	98.20	.00	
1862	B&D LUMBER & HARDWARE	195383	XSHAPE NEON GREEN, ENGIN	10/04/2022	90.68	.00	
1862	B&D LUMBER & HARDWARE	195408	TAPE, COVER, BRUSH	10/05/2022	31.47	.00	
1862	B&D LUMBER & HARDWARE	195420	FLAT BLK A/P SPARY APINT	10/05/2022	9.40	.00	
1862	B&D LUMBER & HARDWARE	22-0827	FINANCE CHARGE	08/27/2022	50.00	.00	
4191	GRAINGER	9456475327	HXHDPCSCRW STEEL 200 PK	09/26/2022	92.66	.00	
21-40-46210 STREET REPAIR MAT - SALES TAX							
4223	KE & G CONSTRUCTION, INC	21-528	BISBEE CATCH BASIN MAINT S	09/19/2022	39,400.00	.00	
21-40-62002 TIRES							
1854	W R RYAN - FIRESTONE	T26008	TRAILER/TIRES	09/29/2022	358.92	.00	
Total FUND EXPENDITURES:					45,780.24	4,919.66	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total STREETS:					45,780.24	4,919.66	
BISBEE ARTS COMMISSION							
FUND EXPENDITURES							
42-40-42060 BISBEE FESTIVAL OF THE ARTS							
1111	ALIECE ZIQERELLI	22-0930	GRAPHIC ARTIST FOR FESTIVA	09/30/2022	250.00	.00	
5875	HIGH DESERT MARKET & CAFE	22-0920	CATERING THE BISBEE FESTIV	09/20/2022	1,096.00	.00	
Total FUND EXPENDITURES:					1,346.00	.00	
Total BISBEE ARTS COMMISSION:					1,346.00	.00	
HOUSING INITIATIVE							
45-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	416 N STREET SAGINAW	10/01/2022	.00	.00	
1225	BISBEE PUBLIC WORKS	49	103 D STREET SAGINAW	10/01/2022	61.60	61.60	10/03/2022
Total :					61.60	61.60	
Total HOUSING INITIATIVE:					61.60	61.60	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	9662440000-0	Bisbee Junction Hill - Airport #96	09/22/2022	395.81	395.81	10/03/2022
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	AIRPORT RD-AIRPORT	10/01/2022	25.13	25.13	10/03/2022
50-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910001898040	Bisbee JcT - Airport Rd #9100018	09/28/2022	46.39	46.39	10/11/2022
Total FUND EXPENDITURES:					467.33	467.33	
Total AIRPORT FUND:					467.33	467.33	
SEWER FUND							
54-1019900 CLEARING ACCT--SEWER/TRASH A/R							
4004	PIONEER TITLE	22-1003	REFUND FOR ACCOUNT 103 62	10/03/2022	310.78	.00	
1752	SCHABACKER, THEODORE	22-1004	REFUND FOR ACCOUNT 103 68	10/04/2022	75.77	.00	
Total :					386.55	.00	
FUND EXPENDITURES							
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE (2 of 3)	1002920000-0	940 W. Purdy Ln San Jose WW -#	09/23/2022	7,071.01	7,071.01	10/03/2022
54-40-22000 WATER							
1106	ARIZONA WATER COMPANY	03117016701-0	320 Teran #03117016701	09/26/2022	25.47	25.47	10/03/2022
54-40-34000 CONTRACT SERVICES							
7060	CINTAS	4132001420	UNIFORMS	09/21/2022	47.58	.00	
7060	CINTAS	4132888085	UNIFORMS	09/28/2022	47.58	.00	
7060	CINTAS	4133376212	UNIFORMS	10/05/2022	47.58	.00	
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HARDWARE	195382	7PC TORX INSERT BIT	10/04/2022	11.01	.00	
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36565	LIGHTING USB APPLE 4", HTHS	09/28/2022	44.31	.00	
1659	ACE HARDWARE	36597	CM TOOL TOTE	10/04/2022	20.48	.00	
6536	BISBEE NAPA AUTO PARTS	292950	AA CLEANING WIPES	09/22/2022	5.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5374	BISBEE PLUMBING LLC	12774549	INSTALLATION OF SHUT-OFF V	08/24/2022	803.00	.00	
54-40-47000 PERMITS & LICENSES							
1073	AZ DEPT OF ENVIRONMENTAL	0000370547X	PUBLIC NOTICE/HERALD REVI	08/23/2022	171.38	171.38	10/04/2022
1073	AZ DEPT OF ENVIRONMENTAL	0000370898X	AZPDES JULY FEES	08/25/2022	2,379.00	2,379.00	10/04/2022
1073	AZ DEPT OF ENVIRONMENTAL	0000372708X	AZPDES INDIVIDUAL PERMITTI	09/26/2022	1,586.00	1,586.00	10/04/2022
1073	AZ DEPT OF ENVIRONMENTAL	22-1001	INTEREST FEES	10/01/2022	1.26	1.26	10/04/2022
Total FUND EXPENDITURES:					12,261.45	11,234.12	
Total SEWER FUND:					12,648.00	11,234.12	
SANITATION FUND							
FUND EXPENDITURES							
56-40-12300 UNIFORMS & CLOTHING							
1737	HERNANDEZ, JOSE	22-0924	BOOT REIMBURSEMENT/RED	09/24/2022	150.00	.00	
56-40-23000 GAS							
1751	SOUTHWEST GAS CORPORATI	910002351879	25% Sanitation	09/26/2022	27.02	27.02	10/03/2022
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4132001440	UNIFORMS	09/21/2022	48.48	.00	
7060	CINTAS	4132888086	UNIFORMS	09/28/2022	48.48	.00	
7060	CINTAS	4133376156	UNIFORMS	10/05/2022	48.48	.00	
56-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	36522	SKT ADPT	09/22/2022	5.58	.00	
1659	ACE HARDWARE	36623	FASTENERS	10/06/2022	52.62	.00	
56-40-46562 RECYCLING PROGRAM							
1659	ACE HARDWARE	36572	TAMPER STEEL HANDLE	09/29/2022	54.79	.00	
5957	BARNETT'S PROPANE, LLC	8347-32	PROPANE/32 GAL	09/14/2022	129.66	.00	
7060	CINTAS	4132001439	UNIFORMS	09/21/2022	33.38	.00	
7060	CINTAS	4132001455	UNIFORMS	09/21/2022	11.45	.00	
7060	CINTAS	4132888050	UNIFORMS	09/28/2022	33.38	.00	
7060	CINTAS	4132888083	UNIFORMS	09/28/2022	11.45	.00	
7060	CINTAS	4133376132	UNIFORMS	10/05/2022	11.45	.00	
7060	CINTAS	4133376153	UNIFORMS	10/05/2022	33.38	.00	
56-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO PARTS	293502	AIR FILTER, OIL FILTER, PURPL	09/29/2022	1,099.80	.00	
6536	BISBEE NAPA AUTO PARTS	293657	5W40 GALLON, AIR & OIL FILTE	09/30/2022	421.95	.00	
Total FUND EXPENDITURES					2,221.35	27.02	
Total SANITATION FUND					2,221.35	27.02	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WORKS	49	478 N DART RD-QUEEN MINE	10/01/2022	409.74	409.74	10/03/2022
59-40-34100 DOC WORKERS							
3163	AZ STATE PRISON CMLPX-DOU	D08312022092	INMATE LABOR	10/05/2022	72.00	.00	
59-40-41500 OFFICE SUPPLIES							
6399	WIST OFFICE PRODUCTS	2280894	TONER, LABEL TAGS & STAPLE	09/30/2022	118.32	.00	
59-40-42040 ADVERTISING							
2412	COPPER QUEEN PUBLISHING	22325	ADVERTISING	09/28/2022	1,844.06	.00	
1702	THE FUNNIES	22-0929	ADVERTISING	09/29/2022	299.00	.00	
59-40-46591 MERCHANDISE							
6381	IMPACT PHOTOGRAPHICS, INC	INV038028	LEGOS	09/27/2022	238.74	.00	
6041	POLAR MAGNETICS INC.	79024	MAGNETS	09/29/2022	527.52	.00	
59-40-55100 REPAIR & MAINT - OTHER							
1659	ACE HARDWARE	36564	SPRAY PAINT, FASTENERS & B	09/28/2022	70.59	.00	
1531	AIR FLOW SYSTEMS	1208	REPLACED CAPACITOR	09/14/2022	224.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FUND EXPENDITURES:					3,803.97	409.74	
Total QUEEN MINE FUND:					3,803.97	409.74	
MISC. GRANTS							
FUND EXPENDITURES							
78-40-23600 AZ OFFICE TOURISM EXPENDITURES							
1744	LAMAR COMPANIES	114054835	DIGITAL BILLBOARDS	09/26/2022	2,500.00	.00	
1744	LAMAR COMPANIES	114094977	DIGITAL BILLBOARDS	10/03/2022	5,000.00	.00	
Total FUND EXPENDITURES:					7,500.00	.00	
Total MISC. GRANTS:					7,500.00	.00	
AMERICAN RESCUE PLAN ACT							
79-40-10035 CITY HALL DEMOLITION							
6853	THE WLB GROUP, INC	118032A006-0	NEW TOWN HALL-WATERLINE	09/27/2022	1,575.00	.00	
79-40-10039 CAMP NACO REPAIRS							
1754	SOUTHWEST DESERT IMAGES,	603603	CAMP NACO-HERBICIDE SPRA	10/03/2022	1,247.50	.00	
79-40-20002 GARAGE BATHROOM REMODEL							
1659	ACE HARDWARE	36558	DRILLBIT, CM 7" RFTR SQ, PEX	09/28/2022	29.76	.00	
1659	ACE HARDWARE	36562	TEE SAN ABS, PIPE ABS DWV F	09/28/2022	41.52	.00	
1659	ACE HARDWARE	36575	C & S CABLE LIGHTING, CLOSE	09/29/2022	115.32	.00	
1659	ACE HARDWARE	36591	FIR BOARD	10/03/2022	13.14	.00	
1659	ACE HARDWARE	36593	SB BALL VALVE, SB PSH 90D EL	10/03/2022	99.64	.00	
1659	ACE HARDWARE	36594	PINE/FIR BOARD	10/03/2022	65.65	.00	
1659	ACE HARDWARE	36597	GREAT STUFF G & C, TEE, BUS	10/04/2022	102.05	.00	
1659	ACE HARDWARE	36600	PIPE ABS DW V FOAM	10/04/2022	13.03	.00	
1659	ACE HARDWARE	36614	FAN EXHAUST BATH, METAL RE	10/05/2022	200.18	.00	
1862	B&D LUMBER & HARDWARE	195059	SVR DUCT TAPE, CAP, PIPE CA	09/22/2022	189.67	.00	
1862	B&D LUMBER & HARDWARE	195140	PREM GN DOUG FIR, TREATED	09/26/2022	218.45	.00	
1862	B&D LUMBER & HARDWARE	195141	WEDGE ANCHOR	09/26/2022	39.98	.00	
1862	B&D LUMBER & HARDWARE	195143	FRAMING NAIL	09/26/2022	39.01	.00	
1862	B&D LUMBER & HARDWARE	195327	SS ABS CLOSET FLANGE	10/03/2022	28.25	.00	
1862	B&D LUMBER & HARDWARE	195330	TAPE RULE, PREM GN DOUG FI	10/03/2022	29.14	.00	
1862	B&D LUMBER & HARDWARE	195378	NAIL STOP	10/04/2022	21.74	.00	
1862	B&D LUMBER & HARDWARE	195440	BATH EXHAUST FAN	10/06/2022	43.83	.00	
Total :					4,112.86	.00	
Total AMERICAN RESCUE PLAN ACT:					4,112.86	.00	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-41607 CITY OPERATING EXPENSE							
6536	BISBEE NAPA AUTO PARTS	293588	SCANNER-MSULTRA	09/30/2022	5,478.90	.00	
Total FUND EXPENDITURES:					5,478.90	.00	
Total BISBEE BUS FUND:					5,478.90	.00	
Grand Totals:					205,422.92	72,059.65	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

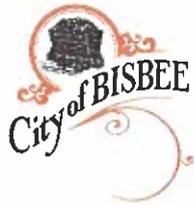
City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **October 4, 2022**

Regular Special

DATE ACTION SUBMITTED: September 22, 2022

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON OCOTBER 4, 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 October 4, 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*
Nina Williams,
Deputy City Clerk

Reviewed by: *Nina Williams for*
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, OCTOBER 4, 2022, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

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

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
Matthew Gurney, Public Works Director
Tim Cox, Police Chief
Jim Richardson, Fire Chief
Melissa Hartman, City Planner

CITY ATTORNEY

Joseph Estes

INVOCATION: A Moment of Silence

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 \$279,878.19.

Council asked questions about accounts payable, and staff responded to each question.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on September 20, 2022.

Ashlee Coronado, City Clerk

- B. Approval of the Minutes of the Work Session of Mayor and Council held on September 20, 2022.

Ashlee Coronado, City Clerk

- C. Approval of the Resignation of John Crow from the Appeals Board for the Property Maintenance Code.

Ashlee Coronado, City Clerk

- D. Approval of the Parks, Facility and Right of Way Use Permit for the use of Main Street from Subway Street to the Convention Center for the 32nd Annual Festival of Lights on Friday, November 25, 2022, from 8:00am to 10:00pm.

Ashlee Coronado, City Clerk

- E. Approval of the Parks, Facility and Right of Way Use Permit for Bisbee's Christmas on the Vista, to be held on the lower end of Vista Park, on Saturday, December 10, 2022, from 3:00pm to 8:00pm, with a request of waiver of fees.

Ashlee Coronado, City Clerk

Councilmember Johns asked that Item 2E be pulled from the Consent Agenda for discussion.

MOTION: Councilmember Cline moved to approve the Consent Agenda A through D.

SECOND: Mayor Budge

MOTION PASSED: UNANIMOUSLY

ITEM 2E:

Councilmember Johns stated she was not certain if the waiving of fees would truly be supporting non-profit organizations when most participants in the proposed event looked to be private parties.

Mayor Budge expressed his approval of the event and the benefits to city residents by waiving the fees.

Councilmember Giacomino clarified, there would be local benefactors with the profits received from the event.

MOTION: Councilmember Davis moved to approve Consent Agenda Item 2E.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

OLD BUSINESS

- 3. 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

Mayor Budge explained this item had been previously held for further discussion and asked council if they had any questions or concerns.

Councilmember Johns stated when previously brought to council the applicant did not have a liquor license for their event but, have since obtained it. She had no issues with their request.

MOTION: Councilmember Johns moved to 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 1:00am.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

4. Approval of an Application for an Extension of Premises/Patio Permit submitted by Copper Queen Hotel for an event to be held on Howell Avenue, Bisbee, Arizona on Saturday, October 29, 2022, Chris Rinehart, Applicant.

Ashlee Coronado, City Clerk

Councilmember Hill asked for clarification of maps and requested area for event.

Mr. Pauken clarified the map and the event area.

MOTION: Councilmember Davis moved to approve the application for an Extension of Premises/Patio Permit Submitted by the Copper Queen Hotel for an Event to be held on Howell Avenue, Bisbee, Arizona on Saturday, October 29, 2022.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

5. Discussion and Possible Approval of Ordinance O-22-13, Authorizing a utility easement to Arizona Public Service Company located near 118 Walsh Avenue.

Matthew Gurney, Public Works Director

Mayor Budge gave a summary of proposed Ordinance.

No questions, comments, or concerns were expressed.

MOTION: Mayor Budge moved to approve Ordinance I-22-13; Authorizing a utility easement to Arizona Public Services Company located near 118 Walsh Avenue.

SECOND: Councilmember Davis

ROLL CALL VOTE

AYES: Councilmember Hill, Giacomino, Davis, Johns, Sowid, Cline and Mayor Budge

NAYS: 0

MOTION PASSED: AYES- 7 NAYS-0

6. Discussion and Possible Approval of 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

Mayor Budge gave a summary of proposed Ordinance.

No questions, comments, or concerns were expressed.

MOTION: Councilmember Sowid moved to approve Ordinance O-22-14; an ordinance of 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.

SECOND: Councilmember Johns

ROLL CALL VOTE

AYES: Councilmember Hill, Giacomino, Davis, Johns, Sowid, Cline and Mayor Budge

NAYS: 0

MOTION PASSED: AYES- 7 NAYS-0

7. 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

Mayor Budge stated he believed it would be best to table this item.

Councilmember Sowid asked if there were any possibilities for changes in the proposed lease agreement.

Attorney Estes stated there was no room for alterations to the agreement at this time as terms were based on prior incidents of criminal activity.

MOTION: Mayor Budge moved to table Resolution R-22-05, until further information is provided.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

NEW BUSINESS

8. Discussion and Possible Approval for the Bisbee Arts Commission to pay High Desert Market in the amount of \$1,096.00 to be their caterer for the fundraising event that will take place on Friday, October 21, 2022 to kick off their Festival of the Arts Event.

Leslie Johns, Council Liaison Bisbee Arts Commission

Mayor Budge, Mr. Pauken, and Council provided Event details for any members of the public wanting to attend.

MOTION: Councilmember Johns moved to approve Bisbee Arts Commission to pay High Desert Market in the amount of \$1,096.00 for catering of the fundraising event that will take place on Friday, October 21, 2022.

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

9. Discussion and Possible Approval for the Bisbee Arts Commission to pay BookBaby for the publishing of the Exhibition Catalogue "For Art's Sake," the Main Exhibition of Bisbee Artists and Craftspeople.

Leslie Johns, Council Liaison Bisbee Arts Commission

Councilmember Johns gave a summary of the item being published.

Mayor Budge stated public donations were also being used in combination with possible approved funds.

MOTION: Councilmember Davis moved to approve for the Bisbee Arts Commission to pay BookBaby for the publishing of the Exhibition Catalogue "For Art's Sake," the Main Exhibition of Bisbee Artists and Craftspeople.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

10. Discussion and Action to make year-end retention payments to certain City Employees in 2022 and 2023 from ARPA.

Stephen Pauken, City Manager

Mr. Pauken explained the importance of recognizing city employees; many who could not perform their duties by working remotely during the pandemic.

Mayor Budge asked how these funds would be classified if approved, would it be considered a bonus or wage.

Councilmember Giacomino asked for clarification of the packet with this item.

Mr. Pauken stated it was added to serve as a referencing of the allocation of ARPA funds.

Councilmember Cline expressed that she approves of the request and wanted to take a moment to thank the Bisbee Police Department, Bisbee Fire Department as well as Bisbee Sanitation services as they continued to support our city while we faced a global pandemic.

Councilmember Sowid expressed his concern in approving these funds as well as the amount being requested. He asked for clarification as to how this amount was reached as well as clarification as to which employees would qualify as a recipient.

Mr. Pauken clarified the amount and whom would be considered qualified personnel.

Mayor Budge stated he felt the approval of these funds would not only benefit the city employees but also our community.

Councilmember Hill stated she appreciated Councilmember Sowid's perspective and agreed that ARPA Funds being used for City Employees could be misinterpreted from the community viewpoint if approved.

MOTION: Mayor Budge moved to approve the action to make year-end retention payments to certain City Employees in 2022 and 2023 from ARPA.

SECOND: Councilmember Cline

ROLL CALL VOTE

AYES: Councilmember Hill, Giacomino, Davis, Johns, Sowid, Cline and Mayor Budge

NAYS: 0

MOTION PASSED: AYES- 7 NAYS-0

Mr. Pauken thanked the Mayor and Council on behalf of all City of Bisbee employees.

11. Discussion and Possible Approval of Resolution R-22-17, Authorizing the adoption of Project Wildlife Bisbee certifying Bisbee as a Community Wildlife Habitat by the National Wildlife Federation.
Stephen Pauken, City Manager

Mr. Pauken provided a summary of the item and introduced the Project Wildlife Representatives to Mayor and Council.

Project Wildlife Representatives explained the benefits on the environment and community by adapting city parks and private yards to National Wildlife Organizations guidelines.

Councilmember Cline and Councilmember Giacomino asked about the water resources available in the parks they are considering.

Matthew Gurney explained he and Logan Dodd had been looking into the accessibility of the current water system and believed them to be functional but would need to confirm.

MOTION: Councilmember Giacomino moved to approve Resolution R-22-17, Authorizing the adoption of Project Wildlife Bisbee certifying Bisbee as a Community Wildlife Habitat by the National Wildlife Federation.

SECOND: Councilmember Davis

MOTION PASSED: UNANIMOUSLY

12. Discussion and Approval to award the bid for On Call Engineering Services to Zacatecas Engineering, The WLB Group, EPS Group and Kimley Horn.

Matthew Gurney, Public Works Director

Mathew Gurney stated the contract with previous engineers had now expired, leaving the city vulnerable, without the expertise and equipment to accommodate any major structural incidents.

MOTION: Councilmember Davis moved to approve approval to award the bid for On Call Engineering Services to Zacatecas Engineering, The WLB Group, EPS Group and Kimley Horn.

SECOND: Councilmember Giacomino

MOTION PASSED: UNANIMOUSLY

13. Discussion and Possible Approval of the attached letter to request donations for the 32nd Annual Festival of Lights to be held on Friday, November 25, 2022 from 8:00am to 10:00pm.

Matthew Gurney, Public Works Director

Mathew Gurney stated with the help of Lorena Valdez in Public Works, they have been planning and networking to create a wonderful event for our community.

Mayor and Council were concerned about the cost, the time needed to plan the event, and items provided to attendees.

Matthew Gurney assured Mayor and Council that there was plenty of time to create an event that was cost effective and enjoyable.

MOTION: Councilmember Johns moved to approve the attached letter to request donations for the 32nd Annual Festival of Lights to be held on Friday, November 25, 2022 from 8:00am to 10:00pm

SECOND: Councilmember Sowid

MOTION PASSED: UNANIMOUSLY

14. 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:

MOTION: Councilmember Davis moved to adjourn the meeting.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 8:11PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: October 4, 2022

Regular Special

DATE ACTION SUBMITTED: September 22, 2022

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: APPROVAL OF THE MINUTES OF THE SPECIAL SESSION OF MAYOR AND COUNCIL HELD ON OCOTBER 4, 2022 AT 5:30 PM

FROM: Nina Williams, Deputy City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Special Session of Mayor and Council held on October 4, 2022, at 5:30 PM

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

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

Reviewed by: *Nina Williams*, for
Ashlee Coronado,
City Clerk

MINUTES

MINUTES OF THE SPECIAL SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, OCTOBER 4, 2022, AT 5:30 PM IN THE CITY OF BISBEE COUNCIL CHAMBERS, 915 S. TOVREAVILLE ROAD, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR BUDGE AT 5:35PM.

ROLL CALL

COUNCIL

Councilmember Juanetta Hill, Ward III

Councilmember Joni Giacomino, Ward II

Councilmember Frank Davis, Ward I

EXCUSED

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

Melissa Hartman, City Planner

Tim Cox, Police Chief

CITY ATTORNEY

Joseph Estes

THE FOLLOWING ITEMS WERE DISCUSSED AND/OR CONSIDERED AT THESE MEETINGS:

1. Presentation by Reid Butler of CBC Financial Corporation on the Bid Proposal submitted on the Hillcrest Building.

Stephen Pauken, City Manager

Melissa Hartman, Planner

Mr. Pauken stated that Presenter Mark Grey had withdrawn his proposal and would no longer be considered. Mr. Pauken explained that he received a call from the La Frontera Group about their previous bid and they would like to be reconsidered as their circumstances have since changed.

Mr. Butler gave a detailed presentation regarding the Bid Proposal submitted on the Hillcrest Building by CBC Financial corporation to include the following:

- Introduction
- Development Team Experience
- Historic Preservation / Affordable Housing Projects
- 2022 Affordable Housing Tax Credits
- Bisbee Lofts: Proposal, Affordable Housing Tax Credit Application, and overall schedule

Mayor and Council had questions throughout the presentation. Mr. Butler addressed their questions throughout the presentation.

2. Presentation by Mark Grey on the Bid Proposal submitted on the Hillcrest Building.

Stephen Pauken, City Manager

Melissa Hartman, Planner

Presentation was withdrawn by Mark Grey.

3. Discussion, Possible Approval or Direction on the Hillcrest Building.

Stephen Pauken, City Manager

Melissa Hartman, Planner

Ms. Hartman, City Planner, discussed the renewed interest of La Frontera; possibly the article that was published in the newspaper regarding the city's application for an EPA Grant (Asbestos and Lead based paint). She stated that the grant makes the Hillcrest property look more appealing from a tax credit standpoint.

Mr. Estes, City Attorney, spoke regarding the contract that is currently in place with La Frontera, the extension of the contract, the bindings of the contract and what decisions can be made within those parameters.

Mayor Budge said he would like to redirect staff to go back and talk to both sides. He stated that Council would hold a meeting before the 30th of November and decide; Council agreed.

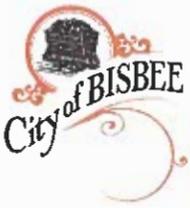
MOTION: Councilmember Cline moved to adjourn the meeting.

SECOND: Councilmember Johns

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 6:35 PM

Ken Budge, Mayor



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 6, 2022

REGULAR **CONSENT**

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

SUBJECT: 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 #8, BISBEE, ARIZONA ON SUNDAY, NOVEMBER 6, 2022; NATALIE FREDRICKSON, APPLICANT

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Extension of Premises/Patio Permit

PROPOSED MOTION: I move to approve the 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, November 6, 2022.

DISCUSSION:

Ms. Fredrickson has requested approval of an application for an Extension of Premises/Patio Permit for Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, AZ on Sunday, November 6, 2022.

The area will be roped off and patrolled by employees.

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 for*
Ashlee Coronado
City Clerk



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

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CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premises****

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of: 11/6/22 through 11/6/22 list specific purpose for change:

1. Licensee's Name: Fredrickson Natalie C License #: _____
Last First Middle

2. Mailing address: 1326 W Hwy 92 Ste 8 BISBEE AZ 85603
Street City State Zip Code

3. Business Name: Electric Brewing LC

4. Business Address: 1326 W Hwy 92 Ste 8 BISBEE AZ 85603
Street City State Zip Code

5. Email Address: natalie@electricbrewing.com

6. Business Phone Number: (520) 800-4210 Contact Phone Number: (520) 456-7830

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ____/____/____

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

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? A tape barrier and employees will police the area.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink. if the extended area is not outlined and marked "extension" we cannot accept the application.

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

The event will take place on a Sunday when all other businesses are closed. Most of the parking lot will remain open.

The parking area is between the party and the highway; more than 60
 Approval Disapproval by DLLC: _____ Date: ____/____/____

Woodsaway.

I, (Print Full Name) Natalie C. Fredrickson, 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: Natalie C. Fredrickson

GOVERNING BOARD

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

Approval Disapproval

Authorized Signature

Title

Agency

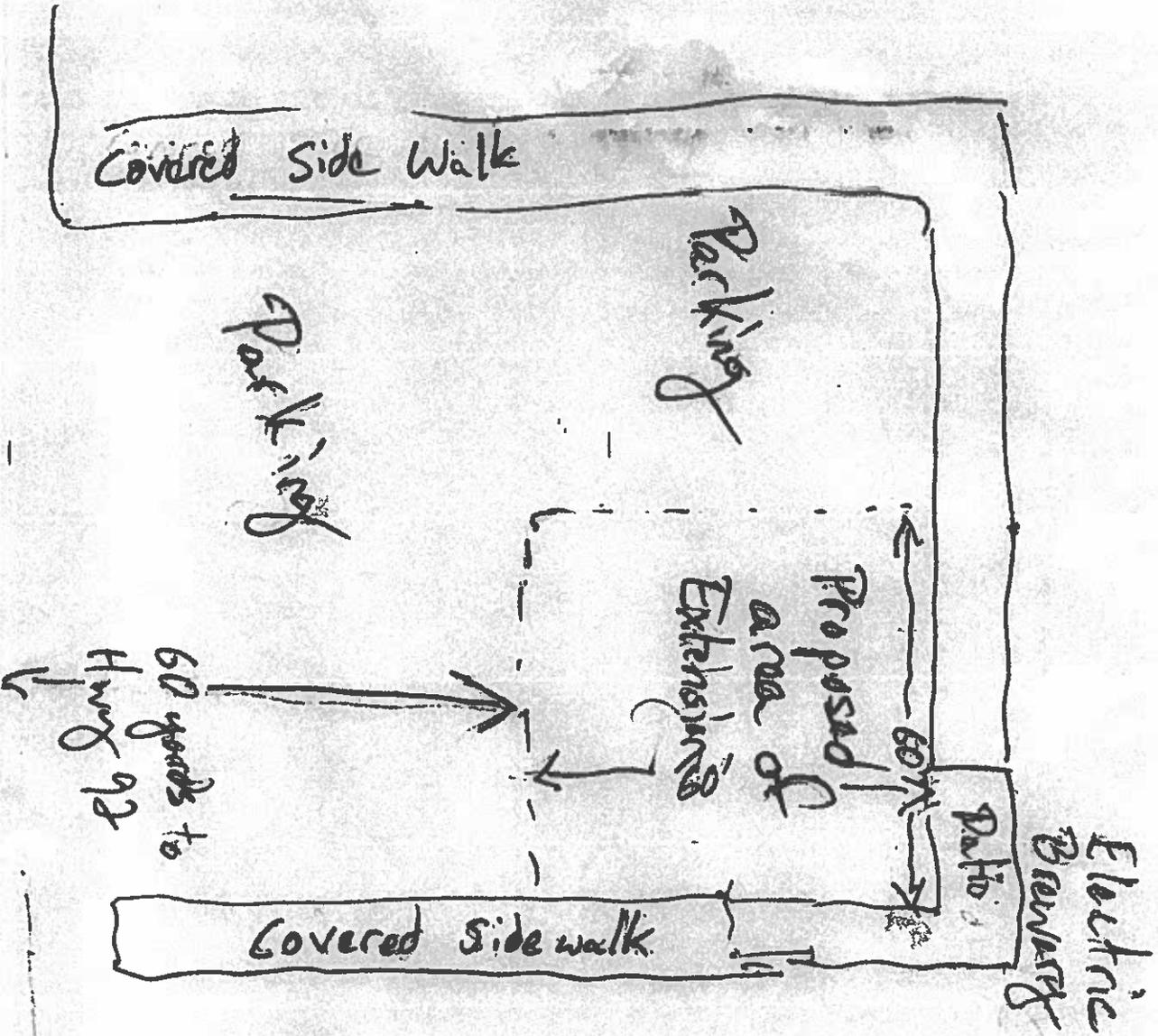
Date

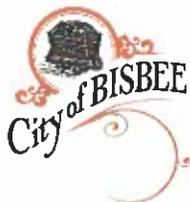
DLLC USE ONLY

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

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

Not to scale





REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 6, 2022

REGULAR **CONSENT**

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

SUBJECT: 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 #8, BISBEE, ARIZONA ON SUNDAY, NOVEMBER 13, 2022; NATALIE FREDRICKSON, APPLICANT

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Extension of Premises/Patio Permit

PROPOSED MOTION: I move to approve the 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, November 13, 2022.

DISCUSSION:

Ms. Fredrickson has requested approval of an application for an Extension of Premises/Patio Permit for Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, AZ on Sunday, November 13, 2022.

The area will be roped off and patrolled by employees.

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: *Nina Williams, for*
Ashlee Coronado
City Clerk



Arizona Department of Liquor Licenses and Control
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CSR:	
Log #:	

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premises****

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of: 11/13/22 through 11/13/22 1st specific purpose for change:

1. Licensee's Name: Fredrickson Natalie C License #: _____
Last First Middle

2. Mailing address: 1326 W Hwy 92 Ste 8 BISBEE AZ 85603
Street City State Zip Code

3. Business Name: Electric Brewing LC

4. Business Address: 1326 W Hwy 92 Ste 8 BISBEE AZ 85603
Street City State Zip Code

5. Email Address: natalie@electricbrewing.com

6. Business Phone Number: (520) 800-4210 Contact Phone Number: (520) 456-7830

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ____/____/____

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

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? A tape barrier and employees will police the area.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

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

The event will take place on a Sunday when all other businesses are closed. Most of the parking lot will remain open.

The parking area is between the party and the highway; more than 60 yards away.

Approval Disapproval by DLLC: _____

Date: _____

yards away.

I, (Print Full Name) Natalie C. Fredrickson, 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: Natalie C. Fredrickson

GOVERNING BOARD

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

Approval

Disapproval

Authorized Signature

Title

Agency

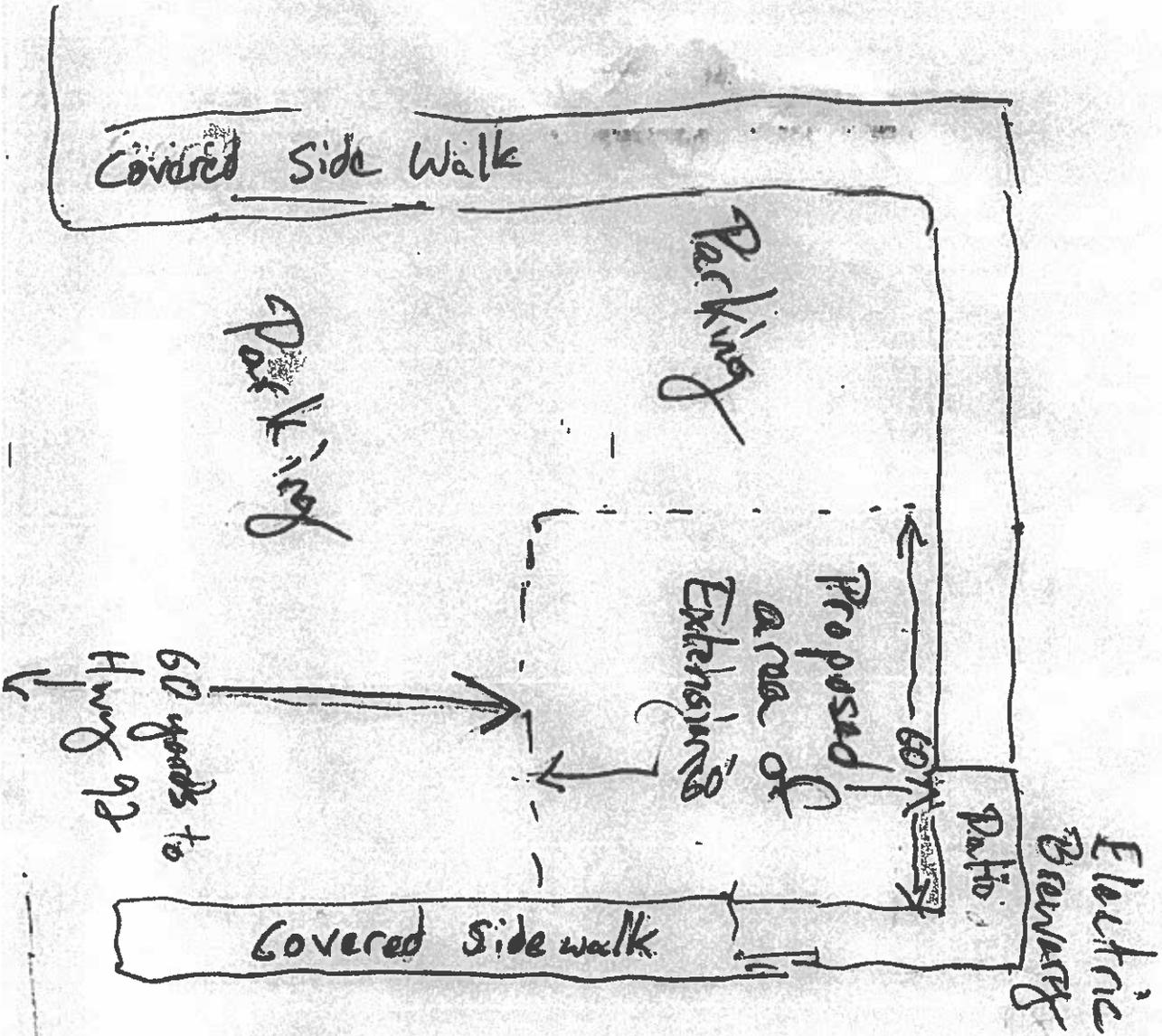
Date

DLLC USE ONLY

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

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

Not to scale



Covered Side Walk

Parking

Paved

Proposed area of Expansion

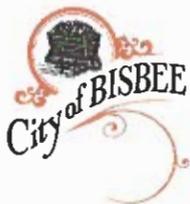
60ft

Patio

Electric Brewery

Covered Side walk

60 yards to Hwy 92



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 6, 2022

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **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 #8, BISBEE, ARIZONA ON SUNDAY, NOVEMBER 20, 2022; NATALIE FREDRICKSON, APPLICANT**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Extension of Premises/Patio Permit

PROPOSED MOTION: I move to approve the 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, November 20, 2022.

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The area will be roped off and patrolled by employees.

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, for
Ashlee Coronado
City Clerk



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CSR:
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APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premises****

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of 11/20/22 through 11/20/22 list specific purpose for change:

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Last First Middle

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Street City State Zip Code

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5. Email Address: natalie@electricbrewing.com

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11. What security precautions will be taken to prevent liquor violations in the extended area? A tape barrier and employees will police the area.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink. **if the extended area is not outlined and marked "extension" we cannot accept the application.**

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

The event will take place on a Sunday when all other businesses are closed. Most of the parking lot will remain open.

The parking area is between the party and the highway; more than 60 yards away.

Approval Disapproval by DLIC: _____

Date: _____

yards away.

I, (Print Full Name) Natalie C. Fredrickson, 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: Natalie C. Fredrickson

GOVERNING BOARD

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

Approval

Disapproval

Authorized Signature

Title

Agency

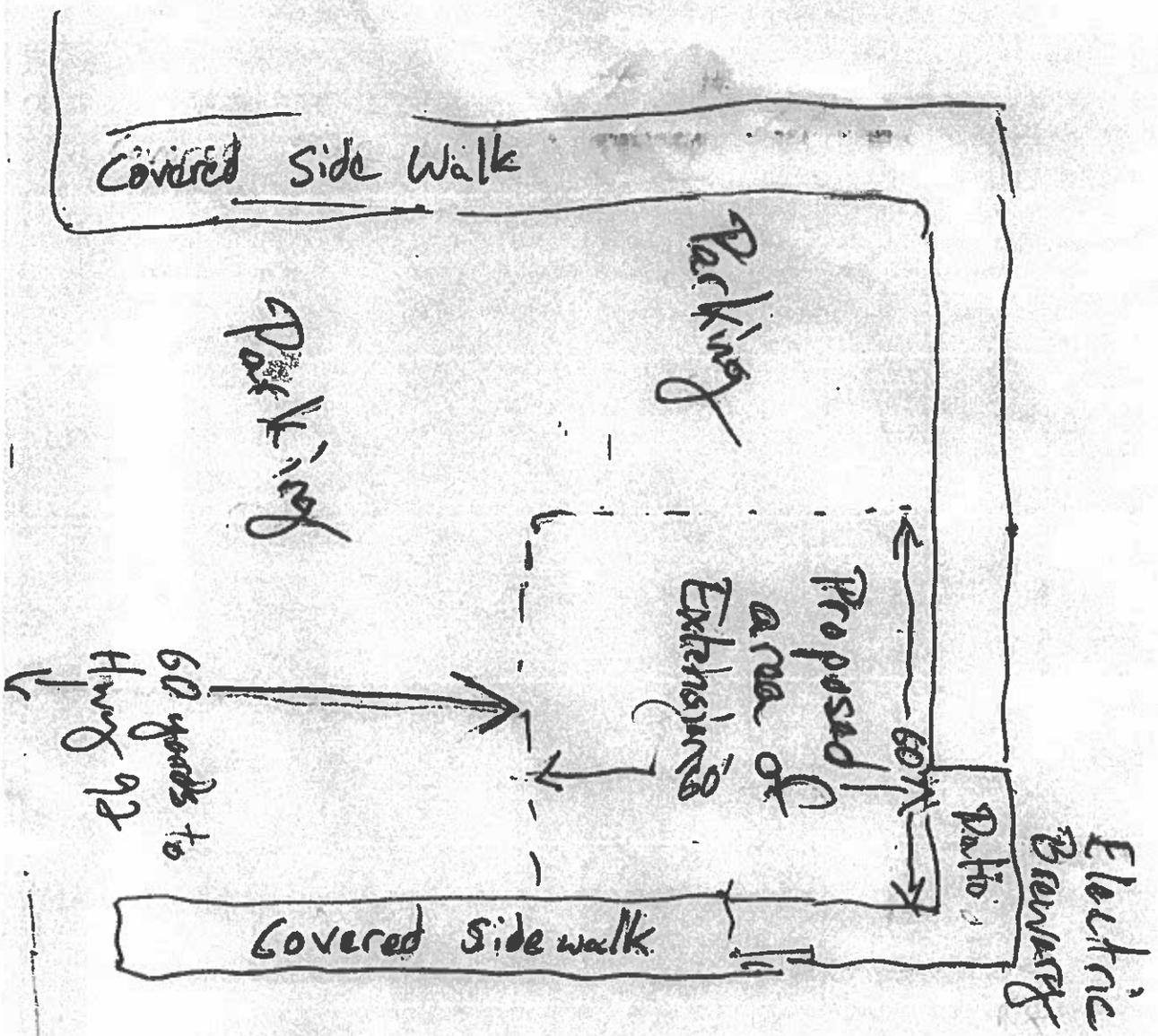
Date

DLIC USE ONLY

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

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

Not to scale



Covered Side Walk

Parking

Parking

Proposed area of Expansion

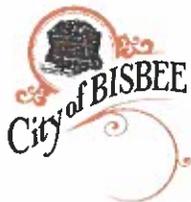
60 ft

Patio

Electric Brewery

Covered Side Walk

60 yards to Hwy 92



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 6, 2022

REGULAR CONSENT

TYPE OF ACTION:

RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: 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 #8, BISBEE, ARIZONA ON SUNDAY, NOVEMBER 27, 2022; NATALIE FREDRICKSON, APPLICANT

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Extension of Premises/Patio Permit

PROPOSED MOTION: I move to approve the 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, November 27, 2022.

DISCUSSION:

Ms. Fredrickson has requested approval of an application for an Extension of Premises/Patio Permit for Electric Brewing for an event to be held at 1326 W. Highway 92 #7, Bisbee, AZ on Sunday, November 27, 2022.

The area will be roped off and patrolled by employees.

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, for
Ashlee Coronado
City Clerk



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

DLIC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premises****

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

Temporary change (No Fee) for date(s) of: 11/27/22 through 11/27/22 1st specific purpose for change:

1. Licensee's Name: Fredrickson Natalie C License #: _____
Last First Middle

2. Mailing address: 1326 W Hwy 92 Ste 8 BISBEE AZ 85603
Street City State Zip Code

3. Business Name: Electric Brewing LC

4. Business Address: 1326 W Hwy 92 Ste 8 BISBEE AZ 85603
Street City State Zip Code

5. Email Address: natalie@electricbrewing.com

6. Business Phone Number: (520) 800-4210 Contact Phone Number: (520) 456-7830

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ____/____/____

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

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? A tape barrier and employees will police the area.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink. **If the extended area is not outlined and marked "extension" we cannot accept the application.**

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

The event will take place on a Sunday when all other businesses are closed. Most of the parking lot will remain open.

The parking area is between the party and the highway; more than 60
 Approval Disapproval by DLLC: _____ Date: _____

Nordsaway.

I, (Print Full Name) Natalie C. Fredrickson 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: Natalie C. Fredrickson

GOVERNING BOARD

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

Approval

Disapproval

Authorized Signature

Title

Agency

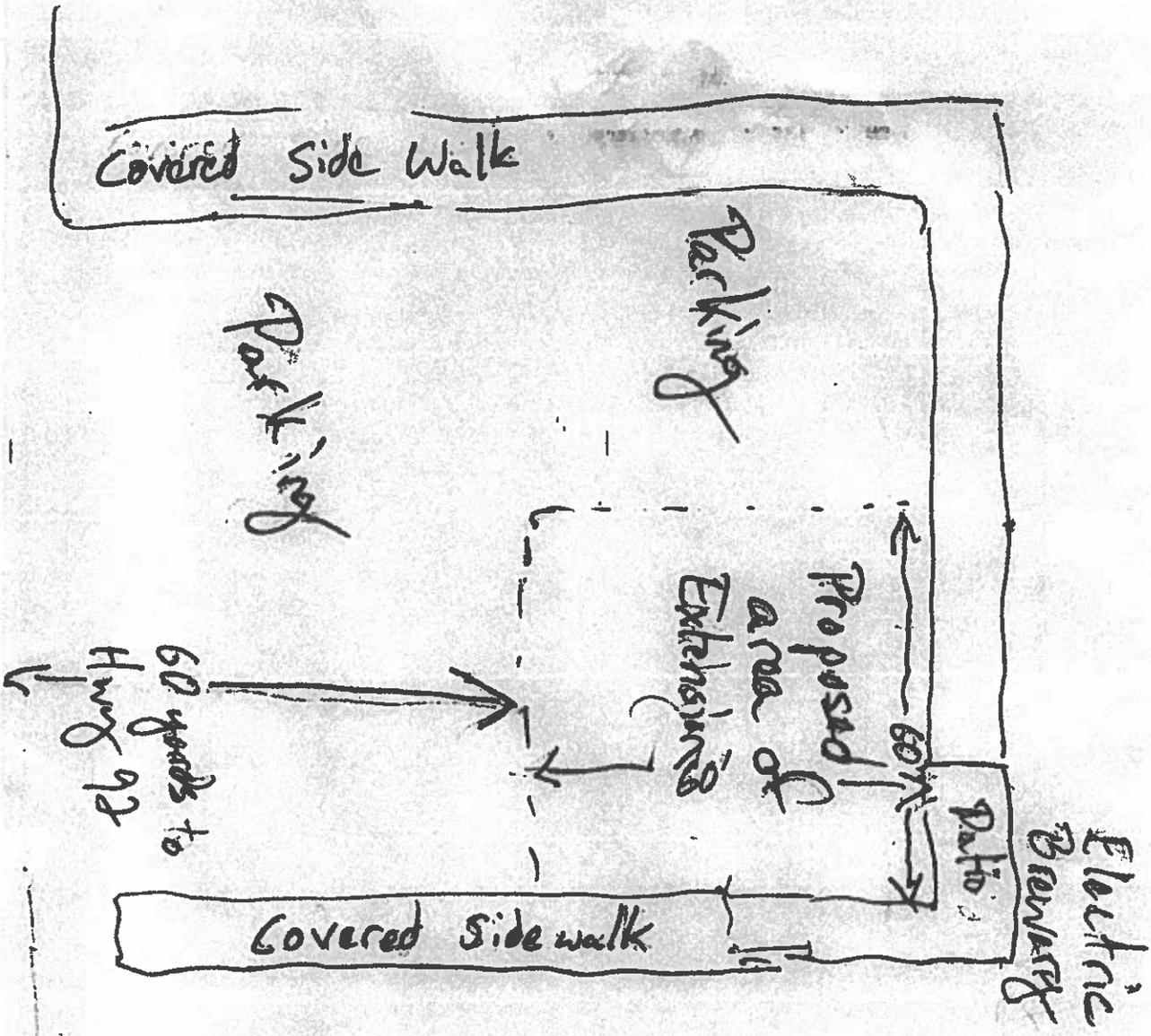
Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

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

Not to scale





REQUEST FOR MAYOR & COUNCIL ACTION
Session of: December 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 12, 2022

REGULAR **CONSENT**

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

SUBJECT: **APPROVAL OF A PARK, FACILITY, AND RIGHT-OF-WAY USE PERMIT FOR OLD SHIT RULES FOR THE USE OF THE BREWERY GULCH AREA FOR THEIR PROWL EVENT TO BE HELD STARTING ON FRIDAY, MARCH 17, 2023 AT 11:59PM AND ENDING ON SUNDAY, MARCH 19, 2023 AT 11:59AM; THIS INCLUDES SET-UP AND BREAK DOWN.**

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

RECOMMENDATION: **Approval**

PROPOSED MOTION: **I move that we approve the Park, Facility, and Right-of-Way Use Permit for Old Shit Rules for the use of the Brewery Gulch Area for their Prowl Event to be held starting on Friday, March 17, 2023 at 11:59pm and ending on Sunday, March 19, 2023 at 11:59am; this includes set-up and break down.**

DISCUSSION:

Old Shit Rules has submitted a Park, Facility, and Right-of-Way Use Permit for the use of the Brewery Gulch Area for their Prowl Event to be held starting on Friday, March 17, 2023 at 11:59pm and ending on Sunday, March 19, 2023 at 11:59am; this includes set-up and break down.

They will submit their event Liquor License application in 2023 once it gets closer to the event.

Staff has reviewed the Permit and recommends approval.

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

FISCAL IMPACT: **\$248.56**

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: *Stephen J. Pauken*
Stephen J. Pauken,
City Manager



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

PERMIT NO: 56-22

**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: 6 September 2022

Name and Title (If Applicable): Matthew Romero

Organization Name (If Applicable): Old Shit Rules

Applicant or Organization Mailing Address: 3737 S. Juniper St, Sierra Vista, AZ 85650

Phone: 520-678-0920 Contact Name and Phone # during event: Matthew Romero

Email Address: mcromerohd@hotmail.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: The Prowl	Expected Attendance: 1000
Event Date(s): 17-19 Mar 2023	Start Time: 11:59PM 17 Mar End Time: 11:59am 19 Mar

Event Location and Address: Brewery Gulch Area (see attached diagrams)

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):

Ride in bike show and street party. (Full discription attached)

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

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 checked="" 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 checked="" type="checkbox"/>	PERMIT FEE NON-COMMERCIAL	\$35.00
<input type="checkbox"/>	PERMIT FEE COMMERCIAL	\$65.00
<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	TRASH CART RENTAL	\$26.00 EACH
<input checked="" 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)

Event Description:

The proposed “Prowl” 2023 event is a repeat annual event which was held last year on the 18th thru 20th of March. The “Prowl” is a ride in bike show and street party intended for chopper and antique motorcycle enthusiasts and the citizens of Bisbee.

History:

The genesis of the Prowl began years ago when a group of chopper and antique motorcycle enthusiasts started getting together in Bisbee for a weekend of fun and comradery. That eventually morphed into the official event known as the “Howl ‘N’ Prowl” which used to be held in the city park and drew hundreds of participants from as far away as California, Colorado, New Mexico and Texas. The “Howl ‘N’ Prowl” stopped being held after 2019 due to COVID issues.

Last year (2022) the event was reborn as the “Prowl” but unlike previous years, the event location changed from being held in the city park to that of a closed off section of the Brewery Gulch keeping more in line with the events origins and giving the event more room. Last years Prowl was a resounding success and drew a large number of participants.

The Prowl event is not intended to be a for profit event for its organizers, it is being put on exclusively for the purpose of gathering likeminded individuals together to share a weekend of comradery and fun. A portion of the proceeds from the event will be donated to a local Bisbee charity.

Changes from last years event:

The major change from last years event is the request for an event liquor license.

Proposed event schedule of the Prowl 2023:

The official event schedule is planned to be as follows on Saturday Mar 18th.

10 AM-6 PM: Meet and Greet held in local establishments and barricaded off section of Brewery Gulch. DJ music, viewing of bikes, voting for awards and raffle ticket sales.

2-6 PM: Optional unguided rides to Naco and Tombstone.

6-8PM: Presentation of awards and raffle ticket drawings.

8-11:59 PM: Street Party in closed off section of Brewery Gulch.

Additional information: Many of the events participants will be arriving from out of town or even from out of state and occupying local accommodations on Friday and to some extent Saturday nights.

Therefore, it is customary to have an unofficial meet and greet on Friday night in the local establishments of Bisbee.

Proposed event location, facilities and right-of-way utilization:

Included are four figures depicting: The proposed location of the event, the proposed traffic flow and control considerations for the event and the facilities to be provided for the event.

Event Location: The figure below shows an overview of the proposed event and its location. The area depicted in yellow is the main area of the event and encompasses all of the parking lot north of the Stock Exchange building as well as the southbound lane of Brewery Gulch. The area depicted in blue is intended for vendor use and includes the three parking spaces south of the park.



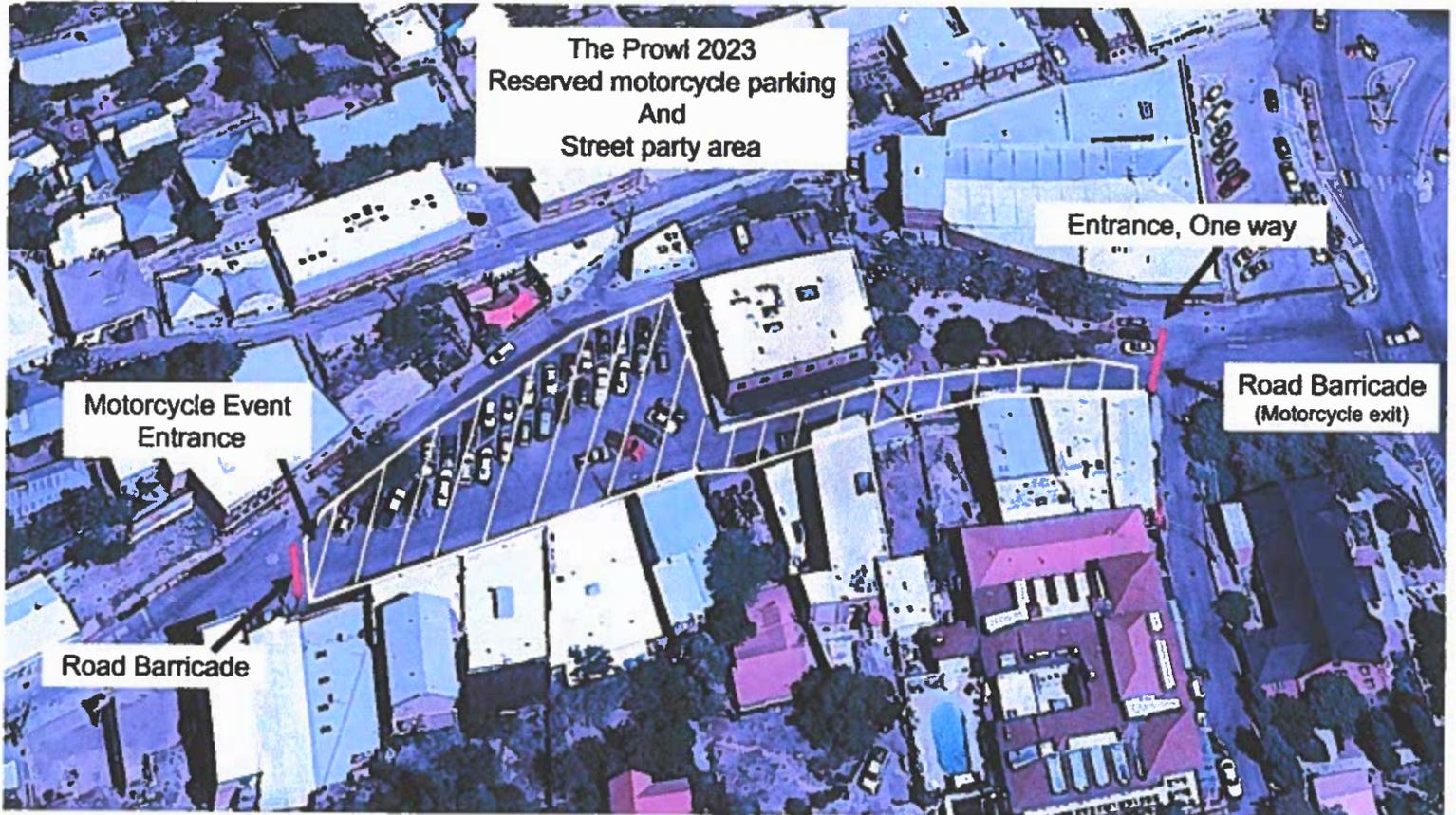
Traffic flow and control considerations:

The figure below shows the proposed traffic flow and control considerations for the event. We propose closing off access to the southbound lane of Brewery Gulch beginning at 11:59PM on Friday night Mar 17th. Closure of the lane would be located at the north end of the parking lot located north of the Stock Exchange building. The southern end of Brewery Gulch would remain open until 10AM on Saturday Mar 18th, allowing egress of any vehicles remaining in the area from the previous evening. The northbound lane of Brewery Gulch would remain open for the duration of the event.



Traffic flow and control considerations (continued):

Early Saturday morning, cones with barrier tape will be positioned to cordon off the area depicted in yellow on the figure below. All barriers and traffic control devices will be removed by 11:59AM on Sunday Mar 19th

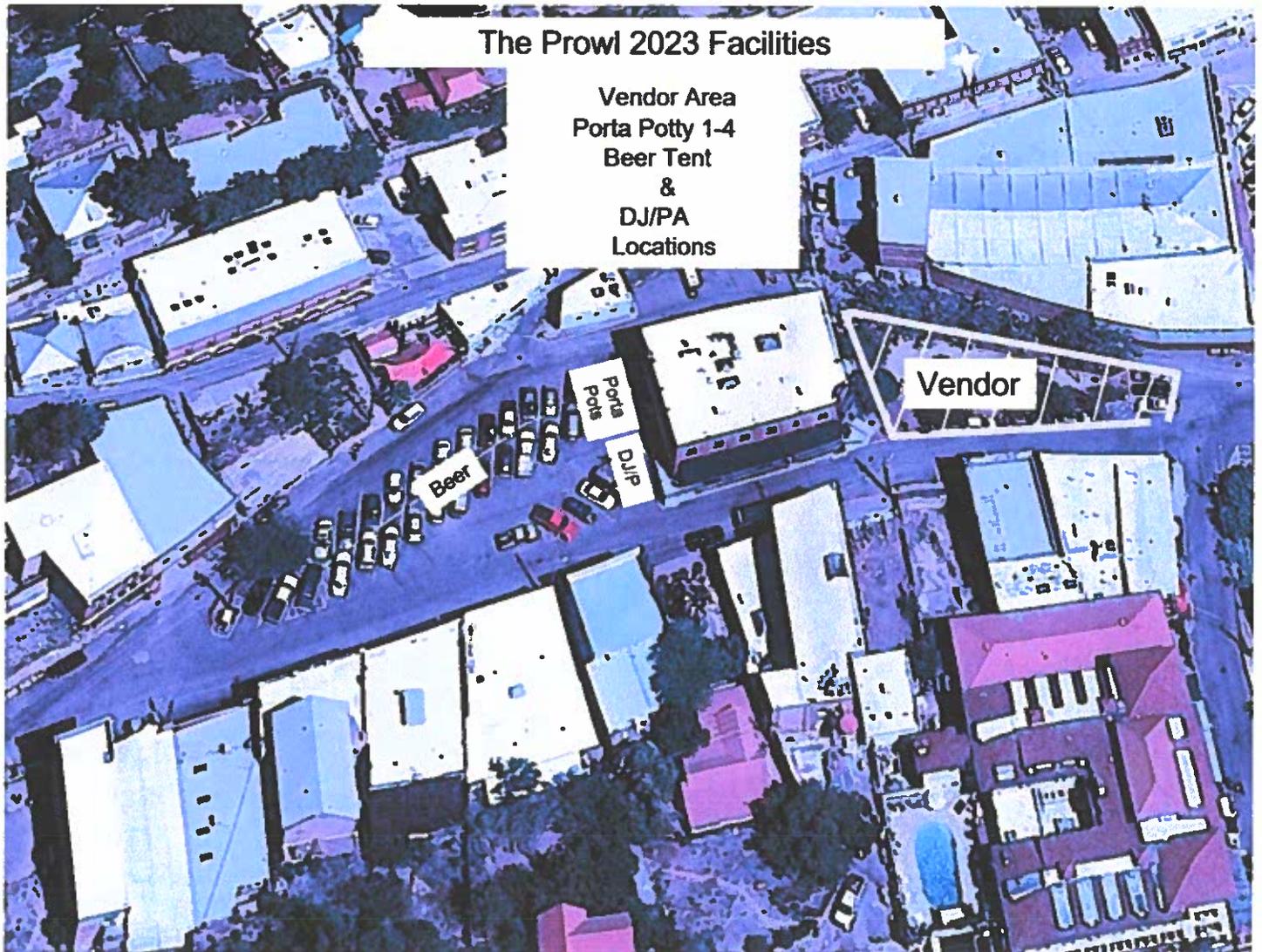


Facilities:

As depicted in the figure below, we propose to have a DJ to provide outdoor entertainment and a public address system. We also plan to provide 4 portable toilets as depicted in the figure. One hour of public works assistance is anticipated to help facilitate location of DJ, vendors and portable toilets.

Vendors:

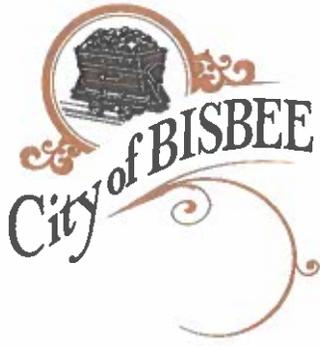
At this point we are anticipating the participation of six vendors, none of which are food vendors. All food will be obtained from the local establishments in Bisbee.



Notes

THE PROWL
BREWERY AVE.
MARCH 17-19, 2023

Permit Fee	\$ 65.00
Special Event License	\$ 39.56
4 Trash Cart Rentals	\$ 104.00
10 "No Parking" Signs	\$ 15.00
Electricity Access	\$ 25.00
Total	\$ 248.56
Deposit	<u>\$ 50.00</u>
Grand Total	\$ 298.56



October 12, 2022

The Clerk's Office spoke to Mr. Everhart of Everhart Insurance who insured the Event for Mr. Romero this year.

Mr. Everhart will be providing insurance for the event that will take place in 2023. Insurance rates change so, he be issuing it when it gets closer to the event.

Included in this item is the insurance for the 2022-year event. Once Mr. Romero has the insurance for 2023, he will provide a copy to the City prior to the event taking place.

Nina Williams, MMC
Deputy City Clerk



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 17, 2022

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **Approval of a Special Event Liquor License Application submitted by Bisbee Council on the Arts & Humanities for an event to be held at 89 Main Street, Bisbee, AZ on Saturday, October 29, 2022, from 12:00am to 10:00pm**

FROM: Ashlee Coronado, 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 Council on the Arts & Humanities for an event to be held at 89 Main Street, Bisbee, AZ on Saturday, October 29, 2022, from 12:00am to 10:00pm.

DISCUSSION:

Bisbee Council on Arts and Humanities has requested approval of a Special Event Liquor License Application for an event to be held at 89 Main Street, Bisbee, AZ on Saturday, October 29, 2022, from 12:00am to 10:00pm.

Bisbee Council on Arts and Humanities has indicated that all participants will be checked at the door. Controlled entry and exit points.

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Ashlee Coronado
Ashlee Coronado
City Clerk

Reviewed by: Stephen Parken
Stephen Parken
City Manager

CSR:
Amount:



SPECIAL EVENT LICENSE
APPLICATION FEE \$25.00 PER DAY

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

DLLC USE ONLY

Job #:
Date Accepted:
CSR:
License #:

Type or Print with Black Ink

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.

- Applicant: David M. Smith
Last First Middle
- Applicant's mailing address: PO Box 14 Bisbee AZ 85603
Street City State Zip
- Applicants home/cell phone: 5202660122 Applicant's business phone: 5204327071
- Applicant's email address: carrie@bisbeemuseum.org
- Name of Non-Profit Organization, Candidate or Political Party/Gov.: Bisbee Council on the Arts & Humanities
- Non-Profit/IRS Tax Exempt Number: 23-7042402
- Arizona Corporation Commission File #: 01142532 If out of State please specify: _____
(Attach letter of good standing)
- Event Location Name: Perfect Asklar #12 Bisbee Masonic Lodge
- Event Address: 89 Main Street, Bisbee

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

****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>10/29/2022</u>	<u>Saturday</u>	<u>12:00 am</u>	<u>10.00 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY10:	_____	_____	_____	_____

SECTION 2 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 3 Number of Security Personnel Fencing Barriers

Explanation: Three board members of the Bisbee Council on the Arts & Humanities will serve as security.

The event is ticketed (reservations required) and all participants will be checked in at the door.

The event is inside with only one entrance door available that will be secured.

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

Yes No - If No, Local Governing Body signature is required.

Name of Business License Number Phone (include Area Code)

SECTION 3 What is the purpose of this event?

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

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

- Place license in non-use - Special Event Licensee selling all alcohol without retailer involvement
Must attach letter from the location suspending license for duration of special event
- Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee
- Dispense and serve all spirituous liquors under special event - The retailer is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. **Must attach letter from the location suspending license for duration of special event**
- Split premise between special event and retail location - Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)
- Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions -- Retailer will still be permitted to conduct all normal sale and service of alcohol.

SECTION 4

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 letter of explanation.
2. How many special event days have been issued to this organization during the calendar year? 1
3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)
 Yes No If yes, please provide the Name of the Special Event Contractor: no
4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol? (Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)
 Yes No if yes, please provide the Name of Licensee: _____ License #: _____

Attach additional sheet if necessary.

Name: _____ Percentage: _____

Address: _____
Street City State Zip

Name: _____ Percentage: _____

Address: _____
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 5 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 governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

APPLICANT SIGNATURE

Declaration:

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

David M. Smith
Signature

LOCAL GOVERNING BODY

Date Received: _____

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

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

AZDLC USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

An Invitation

Bisbee Mining & Historical Museum

Flappers & Fellas

Annual Dinner & Silent Auction

Celebrating the 1920s

Is Back!!!!!!!!!!!!

Saturday, October 29, 2022

5:30—9:00 pm

Bisbee Masonic Lodge, 89 Main Street

\$60 per Person/ \$55 Museum Volunteers

\$360 Table of 6 (you can sit with your friends!)

Reservations Required by October 24th

520.432-7071, ext. 2

PO Box 14, Bisbee AZ 85603

Capone's Cuisine

(Beer & Wine Included in Ticket Price)

Catered by

High Desert Market Café & Calumet & Arizona Guest House

Entre

Pork Chops with Apple Bacon Sauce & Roasted Potatoes

Lemon Garlic Butter Baked White Fish with Parmesan Risotto

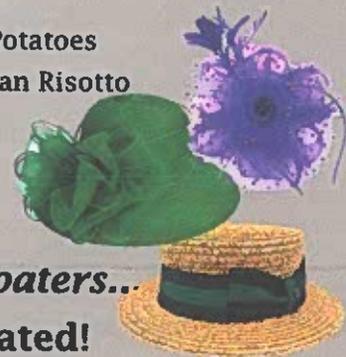
Mediterranean Salad

Dessert

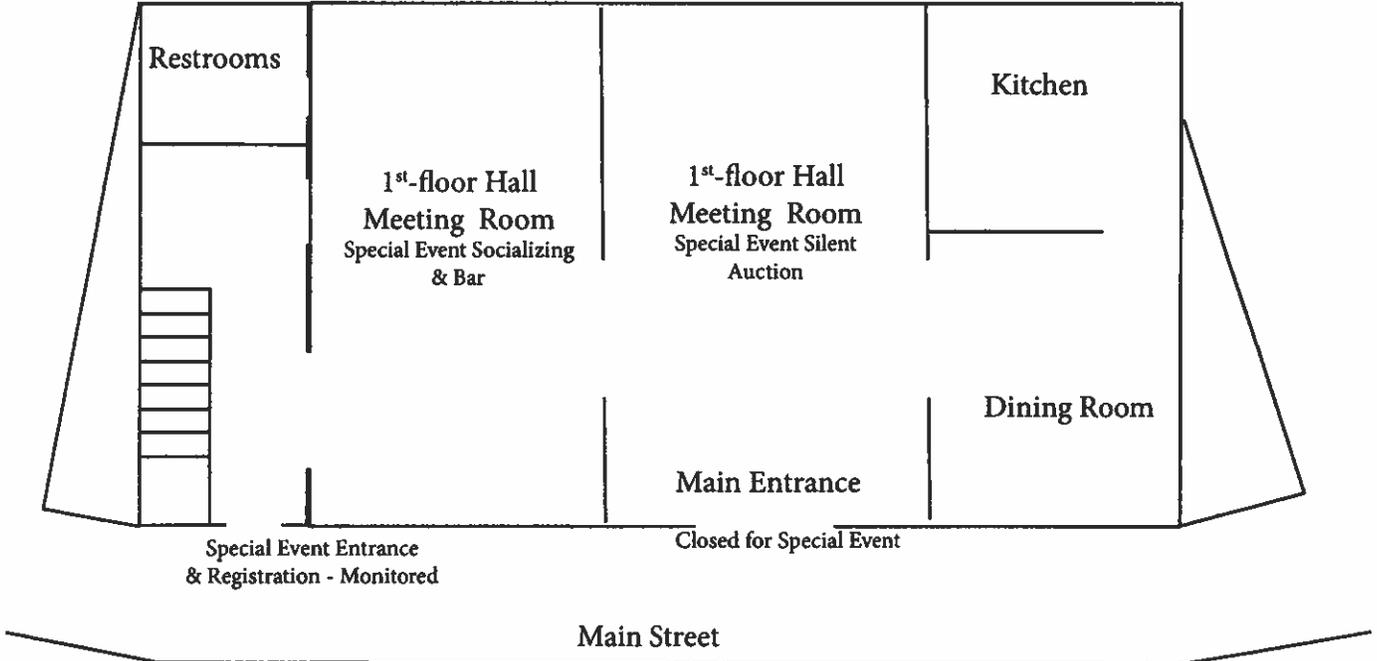
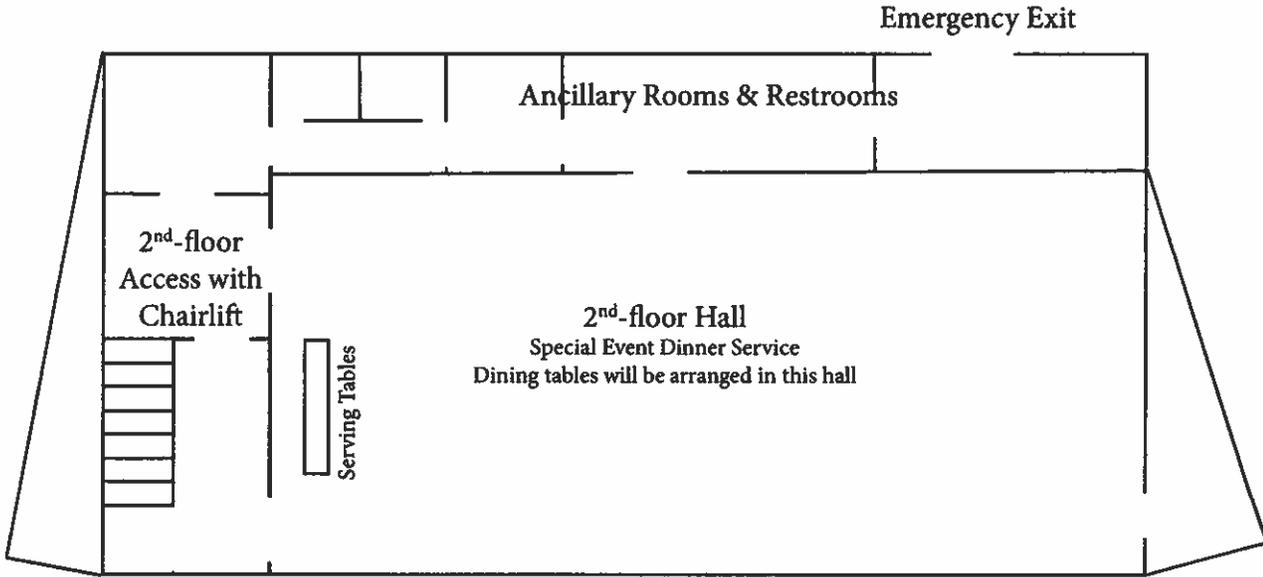
Pineapple Upside Down Cake

Fascinators & Cloches, Fedoras & Boaters..

Flapper & Dapper attire appreciated!



Perfect Ashlar #12 Bisbee Masonic Lodge
89 Main Street, Bisbee Historic District
Not to Scale
@ 90' in length





REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **October 18, 2022**

Regular Special

DATE ACTION SUBMITTED: October 6, 2022

REGULAR **CONSENT**

TYPE OF ACTION:

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

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 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 October, 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: _____



**UNITED STATES
POSTAL SERVICE™**

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

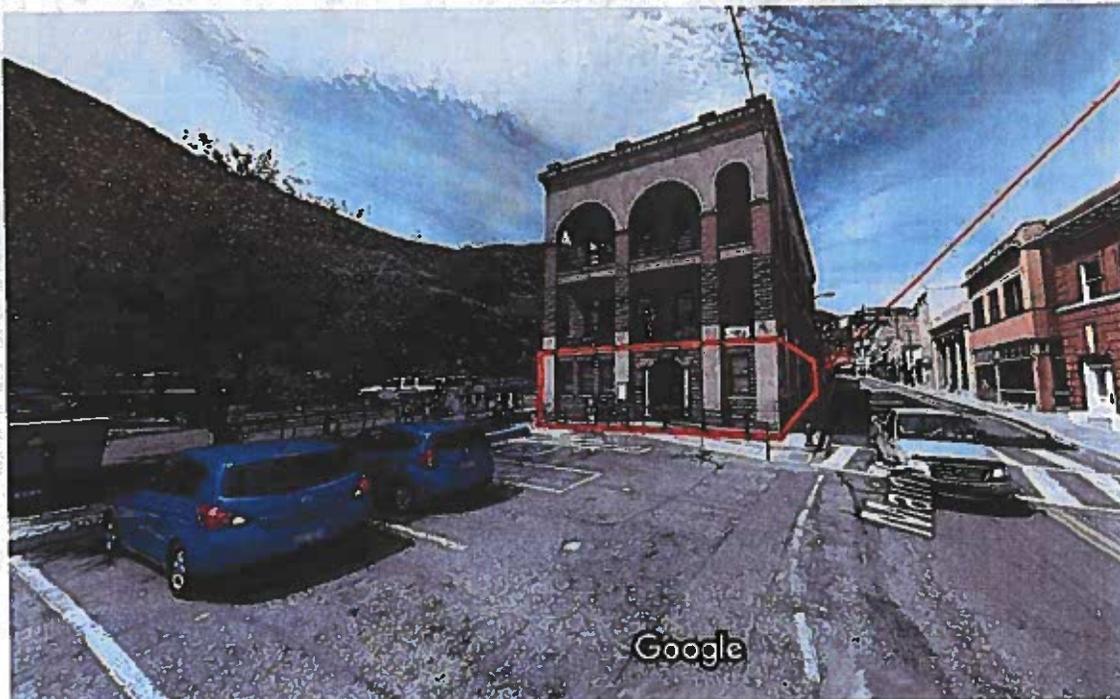
County: Cochise
Lease: QU0000633105

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
 - 126 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



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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**



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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



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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.



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"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,



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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



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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



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"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.



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- 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

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6 MAIN ST, BISBEE AZ 85603-9901

County: Cochise
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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



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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



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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."



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- 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

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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



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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,



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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



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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

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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**



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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

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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

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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: **October 18, 2022**

Regular Special

DATE ACTION SUBMITTED: <u>October 12, 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 Consideration of Hillcrest Bids for Renovation for Affordable Housing.			

FROM: Stephen Pauken, City Manager
Melissa Hartman, Planner

RECOMMENDATION: Discussion and Consideration

PROPOSED MOTION:

DISCUSSION:

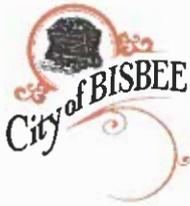
FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

Reviewed by: *Stephen Pauken*
Stephen Pauken,
City Manager



REQUEST FOR MAYOR & COUNCIL ACTION
Session of: October 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 6, 2022

REGULAR CONSENT

TYPE OF ACTION:
RESOLUTION ORDINANCE FORMAL ACTION OTHER

SUBJECT: **DISCUSSION AND POSSIBLE APPROVAL OF AN APPLICATION FOR A PERMANENT EXTENSION OF PREMISES/PATIO PERMIT SUBMITTED BY ELECTRIC BREWING LLC, 1326 W. HIGHWAY 92 #8, BISBEE, ARIZONA; JOSEPH FREDRICKSON, APPLICANT**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Permanent Extension of Premises/Patio Permit

PROPOSED MOTION: I move to approve the Permanent Extension of Premises/Patio Permit submitted by Electric Brewing LLC, 1326 W. Highway 92 #8, Bisbee, Arizona.

DISCUSSION:

Ms. Fredrickson has requested approval of a Permanent Extension of Premises/Patio Permit submitted for Electric Brewing LLC, 1326 W. Highway 92 #8, Bisbee, Arizona.

Exterior area will be clearly marked with signs and boundary limits. All spaces will be monitored by employees.

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: *Stephen Paulsen*
Stephen Paulsen
City Manager



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

DLIC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premises****

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

To extend seating capacity

Temporary change (No Fee) for date(s) of: ___/___/___ through ___/___/___ list specific purpose for change:

1. Licensee's Name: Fredrickson, Joseph Charles License #: 003020011936
Last First Middle

2. Mailing address: 1326 W Hwy 92 Ste 8 Bisbee, AZ 85603
Street City State Zip Code

3. Business Name: Electric Brewing LC LLC

4. Business Address: 1326 N Hwy 92 Ste 8 Bisbee, AZ 85603
Street City State Zip Code

5. Email Address: joe@electricbrewing.com natalie@electricbrewing.com

6. Business Phone Number: (520)800-4210 Contact Phone Number: (520)227-0035

7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? 9/1/22

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

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? Exterior area
will be clearly marked with signs and boundary limits.
All spaces will be monitored by employees.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink. **If the extended area is not outlined and marked "extension" we cannot accept the application.**

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

Approval Disapproval by DLLC: _____ Date: ____/____/____

I, (Print Full Name) Natalie Crockett + Fredrickson 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: *Natalie Crockett Fredrickson*

GOVERNING BOARD

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

Approval Disapproval

Authorized Signature _____ Title _____ Agency _____ Date _____

DLLC USE ONLY

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

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

When Recorded mail to:
Electric Brewing
1326 AZ-92 #8
Bisbee, AZ 85603

Space Above for Recorder's Use

STIPULATION BETWEEN BUSINESS OWNERS/TENANTS

This Stipulation is made between Electric Brewing and the business owners/tenants of the commercial property located at 1326 W Hwy 92 (referred to as the "Property").

WHEREAS Electric Brewing is a tenant and a business owner located at the Property.

WHEREAS Electric Brewing sells and serves beer and soda to its customers at its business location.

WHEREAS Electric Brewing desires to expand its business's customer serving area to be able to serve beer and soda to its customers on the porch directly outside of its business interior.

WHEREAS The City of Bisbee has requested a recorded stipulation between the business owners/tenants agreeing to the expansion of Electric Brewing's customer serving area.

NOW, THEREFORE:

1. The Business Owners/Tenants located at the Property hereby stipulate and agree to allow Electric Brewing to extend its serving area to the porch for the purpose of serving beer and soda to its customers beyond the confines of the interior of its business premises.
2. The Business Owners/Tenants agree that Electric Brewing may serve customers on the porch of the Property described as shown on the attached illustration.
3. Electric Brewing shall be responsible for all costs related to the expansion of its serving area.
4. Electric Brewing shall comply with all applicable local, state, and federal laws in connection with the expansion of its serving area.
5. Electric Brewing shall keep the porch area clean and in a safe condition.

By signing below, the signatories agree and stipulate to the expansion of Electric Brewing's serving area as described in this Stipulation.

VFW POST 836 (Suites 1-3)

Signature: Jesús R. Verdugo

Date: Aug 31-2022

Print Name: Jesús R. Verdugo

BISBEE COMPUTERS AND MUSIC (Suite 4)

Signature: Bryan Birtwell

Date: 8/31/22

Print Name: Bryan Birtwell

DAVID GREENBERG (Suite 5):

[Signature]

Date: 090522

BISBEE LAUNDROMAT (Suites 6-7)

Signature: [Signature]

Date: 8/31/22

Print Name: Travis Cook Michelle Cook

ELECTRIC BREWING (Suite 8)

Signature: Winston Crockett Fredrickson

Date: 9/7/2022

Print Name: Winston Crockett Fredrickson

MULE MOUNTAIN ANIMAL HOSPITAL (Suite 9-10)

Signature: Kim Perkins

Date: 9-2-22

Print Name: Kim Perkins

SEACAP (Suite 11) - Tenant

Signature: Gustavo Campillo

Date: 8/31/22

Print Name: GUSTAVO CAMPILLO

BISBEE FOUNDATION (Suite 11) - Owner ^{Foundation President}

Signature: Brenda Mbrates

Date: 9/1/22

Print Name: Brenda Mbrates

PATIENCE TAX SERVICE (Suite 12)

Signature: Monica Patience

Date: 9/1/22

Print Name: Monica Patience

CHEPPE'S BARBER SHOP (Suite 13) - Tenant

Signature: [Signature]

Date: 8-31-2022

Print Name: Sore Angel Olivarez

DAVID GREENBERG (Suite 13) - Owner

Signature: [Signature]

Date: 090522

Print Name: _____

~~SEABHS (Suites 14 and 14a)~~

~~Signature: Susan K. Wilson~~

~~Date: 9-11-2022~~

~~Print Name: Susan K. Wilson~~



 DISABLED OR PERMIT ONLY
CALL 800-355-8227
FOR MORE INFORMATION

Laundry

6



COMMUNITY HEALTH ASSOCIATES (Suites 15-21)

Signature: [Signature] Date: 09/01/2022
Print Name: Oswaldo Cortes

Electric Brewing (Suite 22)

Signature: Winston Crockett Fredrickson Date: September 7, 2022
Print Name: Winston Crockett Fredrickson

ROBERT WILLIS (Suite 23)

Signature: [Signature] Date: 8-31-2022
Print Name: Robert Willis

EMPYRION HOOKAH LOUNGE (suite 5)

Signature: Susan K. Wilson Date: 9-11-22

Print Name: SUSAN K. WILSON

LA FRONTERA/SEABHS (owner, Suites 14, 14a, and 15-21)

Signature: M.H. Prudence Date: 9/22/22

Print Name: Michael Prudence, Secretary and Treasurer

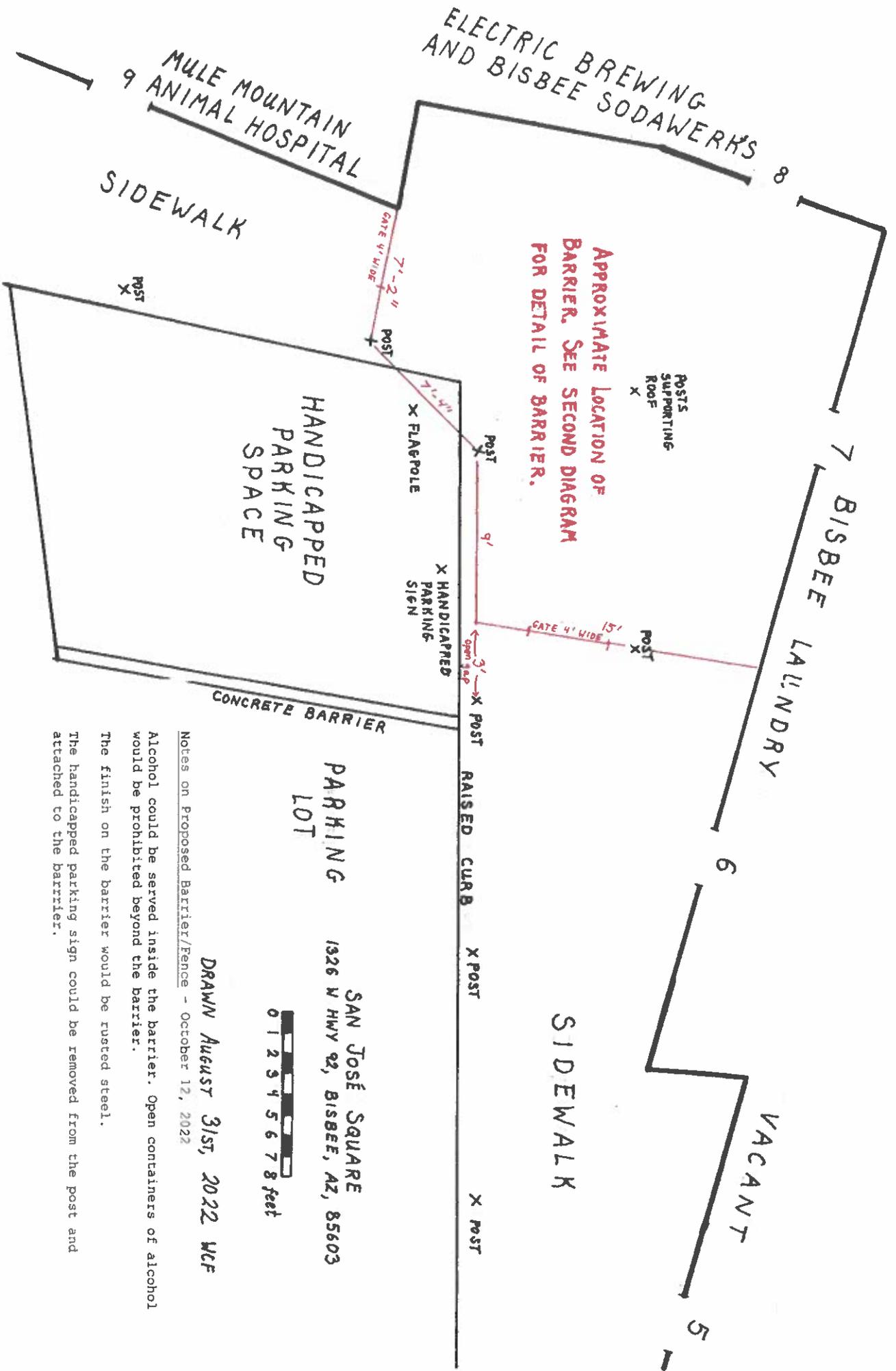
CERTIFICATION STAMP

STATE OF ARIZONA }
COUNTY OF COCHISE }^{SS}

THE FOREGOING INSTRUMENT IS A FULL, TRUE AND
CORRECT COPY AS APPEARS ON RECORD IN THIS OFFICE

Doc. # 2022-22639
Attested September 26 2022

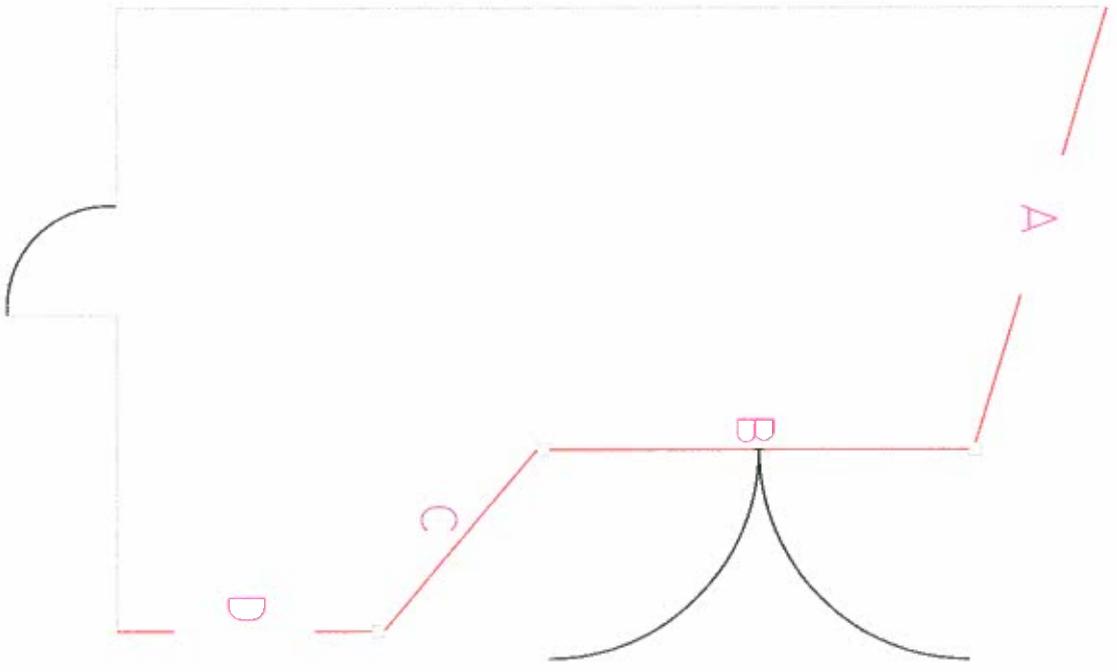
David W. Stevens
By [Signature] Deputy



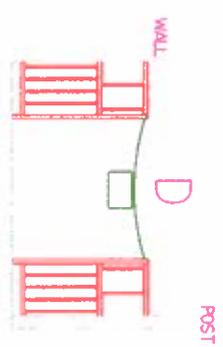
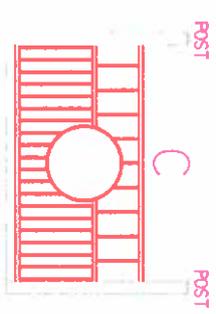
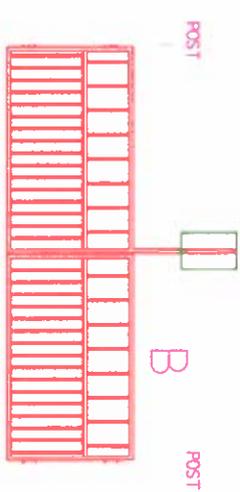
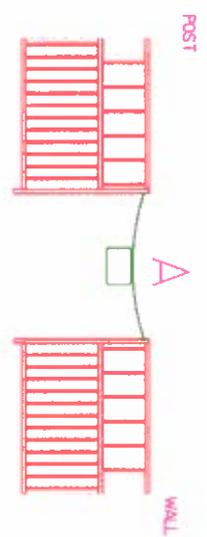
APPROXIMATE LOCATION OF BARRIER. SEE SECOND DIAGRAM FOR DETAIL OF BARRIER.

Notes on Proposed Barrier/Fence - October 12, 2022
 DRAWN August 31st, 2022 WCF

Alcohol could be served inside the barrier. Open containers of alcohol would be prohibited beyond the barrier.
 The finish on the barrier would be rusted steel.
 The handicapped parking sign could be removed from the post and attached to the barrier.



AS VIEWED FROM OUTSIDE



190

WALK-IN
COOLER

REST-
ROOM

TAPROOM

CELLAR

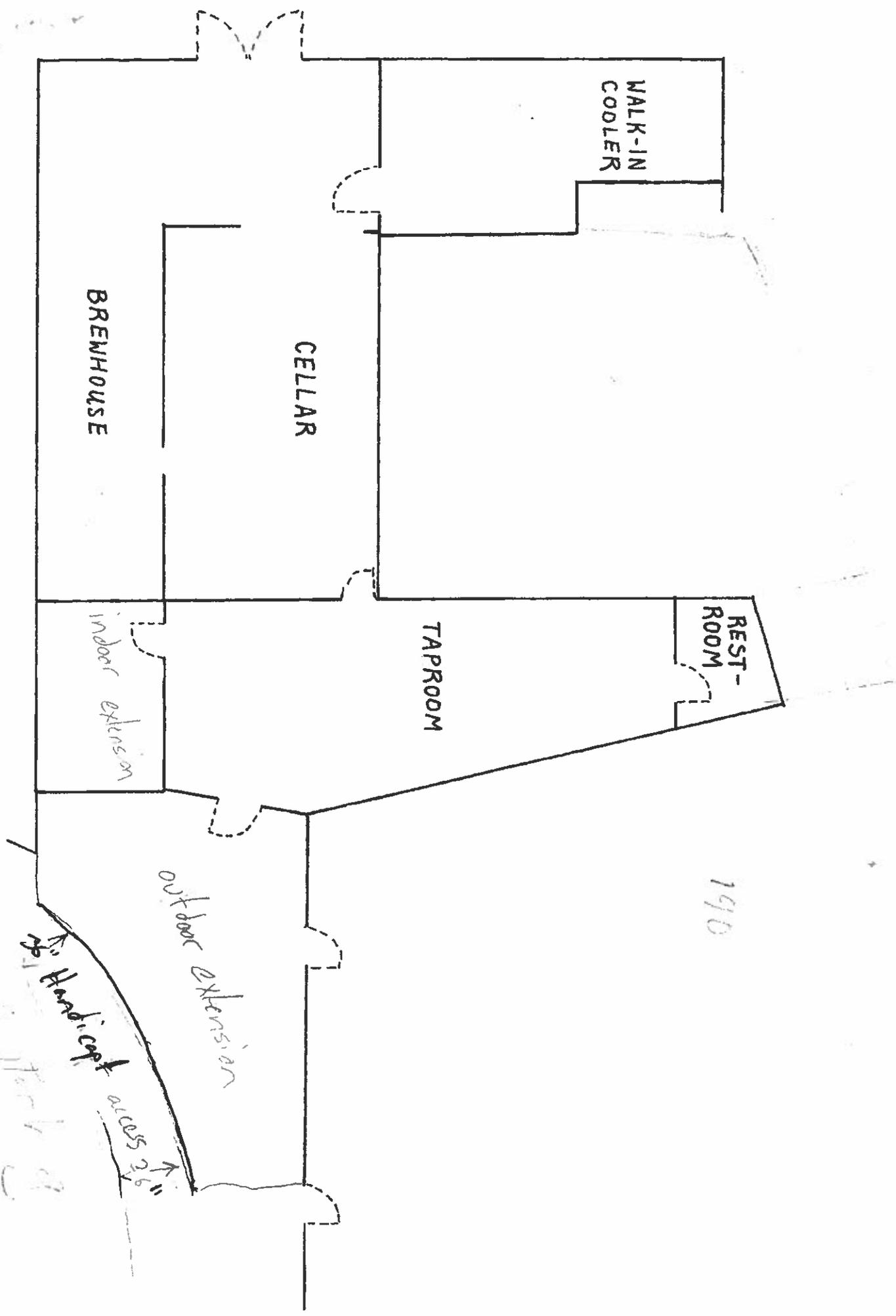
BREWHOUSE

indoor extension

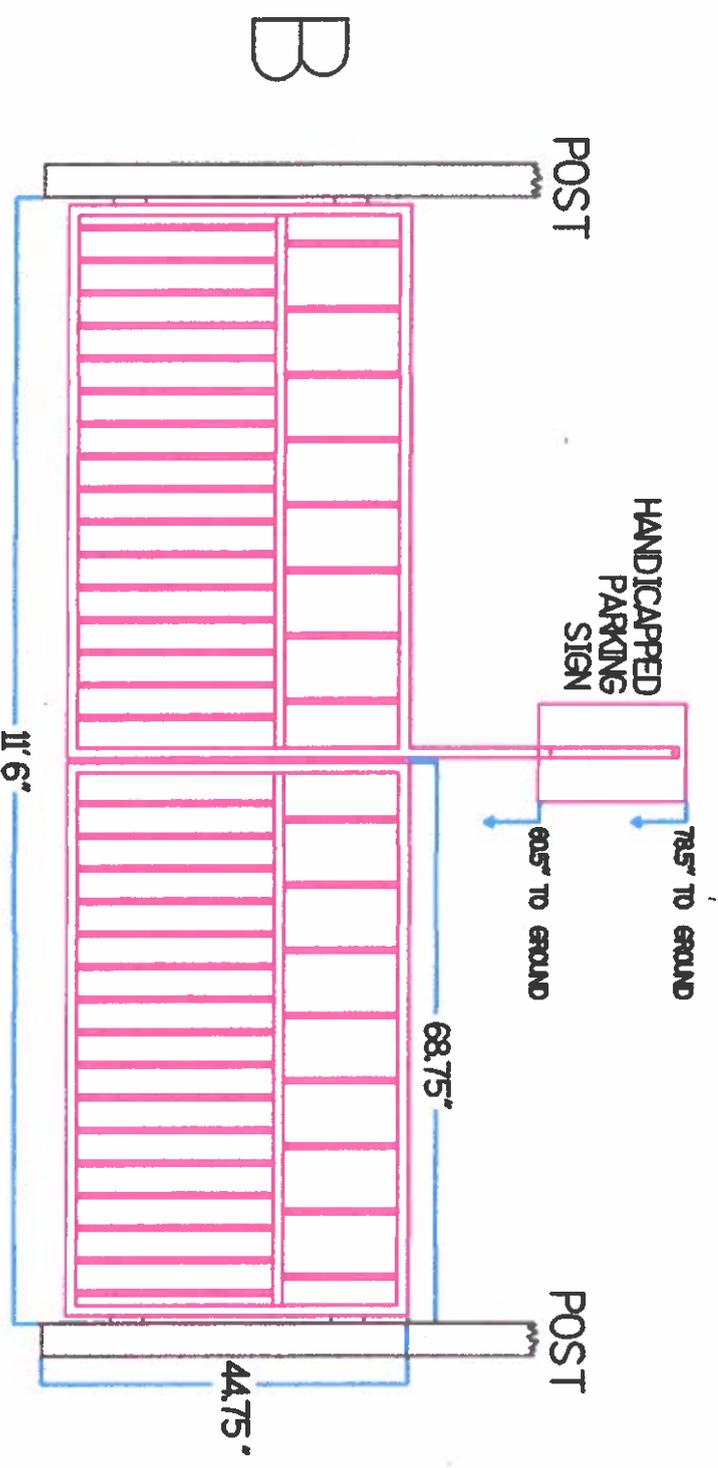
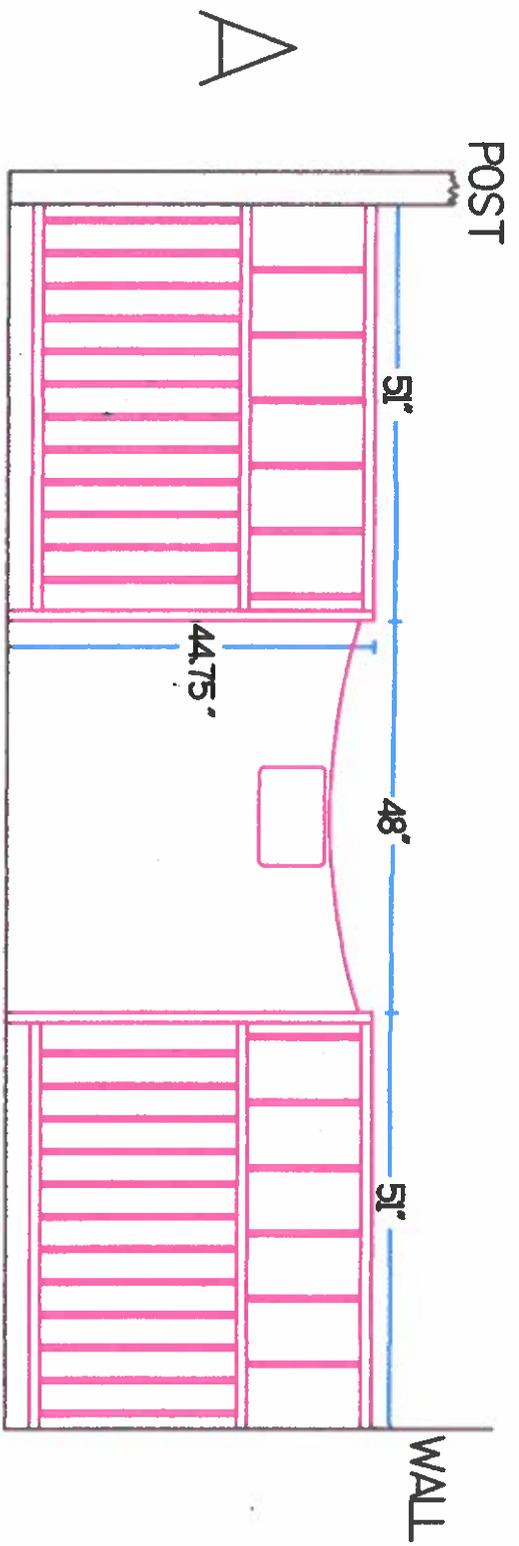
outdoor extension

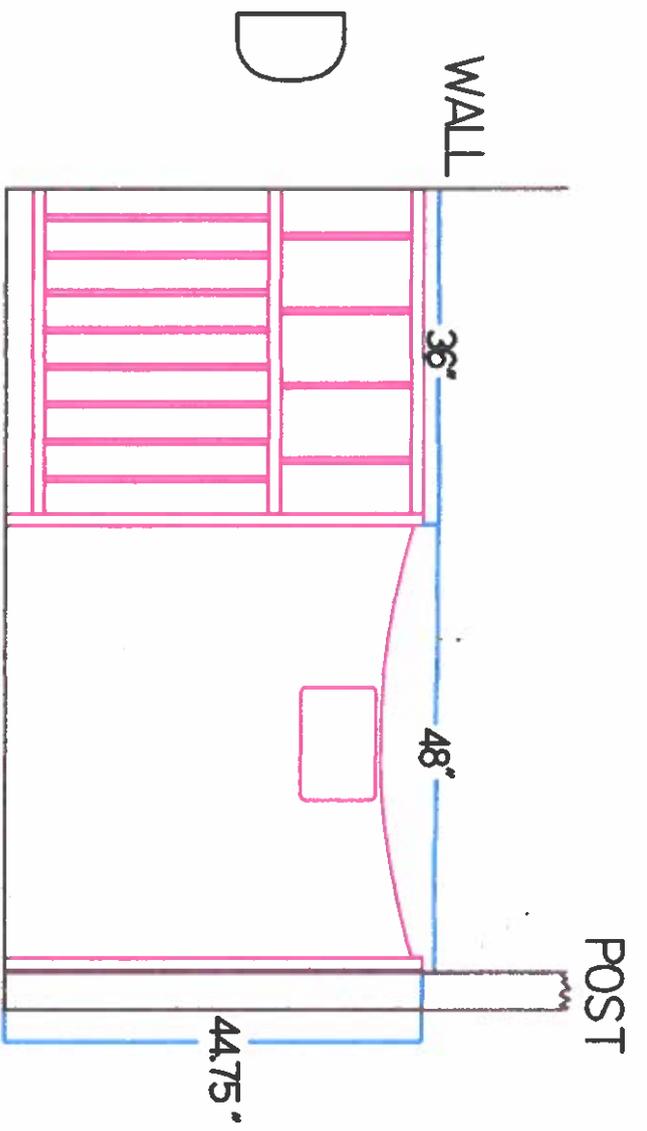
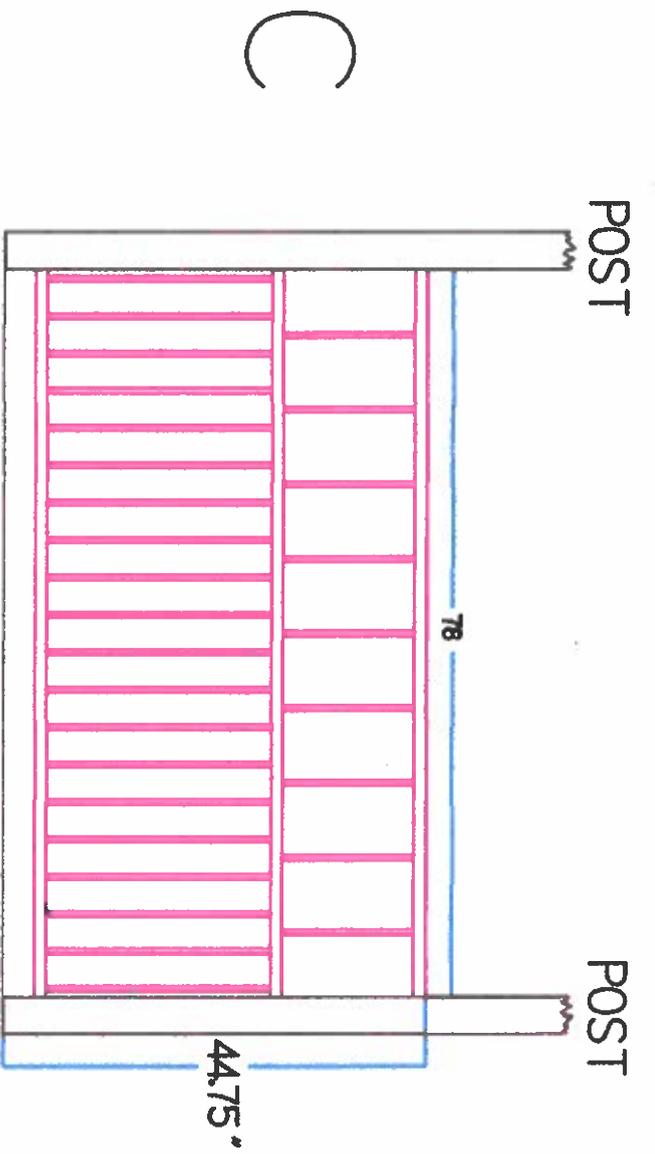
Hand-pick access

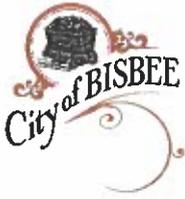
15, 17, 18



AS VIEWED FROM OUTSIDE







AGENDA ITEM NUMBER 6

REQUEST FOR MAYOR & COUNCIL ACTION
Session of: October 18th 2022

Regular Special

DATE ACTION SUBMITTED: <u>October 7th 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 type="checkbox"/> OTHER <input type="checkbox"/>
SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-22-18: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, APPROVING THE TRANSFER OF BUDGET FUNDS WITHIN THE CITY OF BISBEE FISCAL YEAR 2021-2022 BUDGET.	

FROM: Keri Bagley, Finance Director

RECOMMENDATION: Approve Resolution R-22-18

PROPOSED MOTION: I move to approve Resolution R-22-18 approving the transfer of budget amounts within the City of Bisbee for Fiscal Year 2021-2022 budget.

DISCUSSION: The adopted budget for fiscal year 2021 – 2022 included estimates of proposed expenditures by department and fund for the City. Not all expenses are known at the time the budget is developed. This resolution transfers budgeted amounts from departments/funds with excess budget to departments/funds with budget shortfalls as required by A.R.S. 42-17106(B) which states a government entity shall not incur or create a debt, obligation or liability in excess of amount stated. The statute allows for the governing body to transfer monies between budget items to cover any over-expenditures. No actual funds are being moved between departments or funds, this is only an adjustment to the original estimates of expenditure figures.

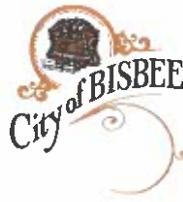
FISCAL IMPACT: Not Applicable

DEPARTMENT LINE ITEM ACCOUNT: See attached

BALANCE IN LINE ITEM IF APPROVED: To be determined

Prepared by: Keri Bagley
Keri Bagley,
Finance Director

Reviewed by: Stephen Pauken
Stephen Pauken,
City Manager



Date: October 18th, 2022

To: Mayor & Council

From: Keri Bagley, Finance Director

RE: Explanation of Budget Transfers:

Honorable Mayor & Council,

I would like to provide an explanation of the budget overages to go with the budget transfer request.

Overall, the General Fund expenditures were approximately \$1,085,000 under the estimated expenditures. However, within this fund there are four departments that exceeded its budget estimate due to unforeseen circumstances as follows:

- Mayor & Council over-expended by \$3,814. There were overages in five account lines, but the bulk of the overage was under Operational Expenses for Zoom Meetings.
- Admin & General Government Department over-expended by \$12,290. This was not due to the regular expenses of this department but was the result of some transfers out to other funds including a transfer out to cover the grant match for the library SHPO grant, and a transfer out to the bus to cover a fund balance deficit.
- Personnel over-expended by \$15,430 mainly for investigative services.
- Swimming Pool over-expended by \$1,663. There were higher personnel costs this pool season than in previous seasons.

There are three funds outside the General Fund that also require an adjustment:

- Housing Initiative Fund over expended by \$47,106. There was \$190,000 in checks issued to Step-up Bisbee/Naco for rehabilitation of various properties including 1 Cochise Row, 105 E. Street, 103 D Street, and 2 Oliver Circle. When this budget is developed it is estimated how much is needed based on history but as this is a new project there is not a lot of history to go by and it is unknown what opportunities might arise.
- The American Rescue Plan Act (ARPA) Fund 79 over expended by \$415,681 because this fund did not exist in the FY22 budget. Instead, receipt and use of the ARPA funds was

budgeted in the General Fund. However, after further consideration the ARPA Fund was created to separate those projects funded through ARPA from the other funds. This keeps the revenue balance and expenditures of the ARPA funds more transparent and separates those expenditures from the usual operational costs of the City.

- The Debt Service Fund over-expended by \$86,200. This fund is used to make payments on any lease-purchase agreements or operating leases held by the General Fund or Other Funds (excluding the enterprise funds). The annual cost of financed equipment is divided by 12 months and disbursed from the purchasing department into the Debt Service Fund on a monthly basis to smooth out the cost of the equipment over the year instead of a large lump sum at one time. Semi-annual payments made on the equipment are then expensed out of this fund when due. Additionally, due to a new accounting requirement, GASB 87, operating leases are now recorded as a liability and subsequent debt payment. The City holds several of these types of leases with Xerox and Ricoh for copy machines which now must pass through the Debt Service Fund. Additionally, the Enterprise leases need to be paid out of the Debt Service Fund as well. The costs of these payments were budgeted in the funds liable for these payments but the transfers to and payment out of the debt service fund should have been budgeted as well. This budget adjustment will correct this oversight.

This is not a request to move cash resources between departments and funds, this request is to change the amounts we budgeted to match actual expenditures. State Statutes prohibit over-expenditure of budgeted amounts, but statutes do allow (and require) budget transfers to cover any over-expenditures.

Thank you for your consideration,

Keri Bagley, Finance Director



520-432-6008

kbagley@bisbeeaz.gov

GENERAL FUND			
Department	Budget	Actual	Over/Short
Mayor & Council	41,859.00	45,672.64	(3,813.64)
City Manager	137,003.00	136,020.70	982.30
Finance	461,667.00	454,064.29	7,602.71
City Clerk	171,891.00	164,903.92	6,987.08
Community Development	193,041.00	171,029.91	22,011.09
Admin & General Gov't	262,900.00	275,189.42	(12,289.42)
Personnel	79,170.00	94,599.78	(15,429.78)
Legal Services	159,774.00	134,892.07	24,881.93
Water Systems	14,523.00	7,367.33	7,155.67
Information Systems	83,909.00	74,635.09	9,273.91
Police Department	2,594,452.00	2,127,566.89	466,885.11
Fire Department	2,763,879.00	2,407,426.26	356,452.74
City Magistrate	60,604.00	59,188.00	1,416.00
Cemetery	12,892.00	3,189.14	9,702.86
Building & Maintenance	89,957.00	57,682.04	32,274.96
Public Works Admin	162,144.00	155,997.41	6,146.59
Garage	162,213.00	123,674.21	38,538.79
Building Inspector	92,400.00	85,246.78	7,153.22
Parks	220,116.00	205,553.55	14,562.45
Swimming Pool	63,424.00	65,086.52	(1,662.52)
Library	219,479.00	215,186.04	4,292.96
Senior Citizens Center	28,649.00	22,984.51	5,664.49
Contingency	100,000.00	3,900.00	96,100.00
Totals:	8,175,946.00	7,091,056.50	1,084,889.50
Total of Short Funds:			(33,195.36)

GENERAL FUND TRANSFERS		
	To	From
Mayor & Council	4,000.00	
Admin & General Government	13,000.00	
Personnel	16,000.00	
Swimming Pool	2,000.00	
Contingency		35,000.00
	35,000.00	35,000.00

OTHER FUNDS			
Department	Budget	Actual	Over/Short
General Government Grants	673,000.00	385,189.70	287,810.30
Public Safety Fire Grants	550,000.00	-	550,000.00
Transportation Grants	627,000.00	32,284.50	594,715.50
Transient Room Tax	175,829.00	158,308.50	17,520.50
Streets	1,750,316.00	1,322,916.43	427,399.57
RICO	116,000.00	345.44	115,654.56
Bisbee Arts Commission	23,200.00	16,806.91	6,393.09
Housing Initiative	200,000.00	247,105.68	(47,105.68)
Miscellaneous Donations	1,015,500.00	4,900.67	1,010,599.33
Airport Fund	111,743.00	101,540.32	10,202.68
Police Special Rev & Grants	701,500.00	92,876.20	608,623.80
Sewer Fund	3,351,300.00	3,040,342.95	310,957.05
Sanitation Fund	1,219,000.00	995,960.75	223,039.25
Queen Mine Fund	1,099,561.00	867,917.83	231,643.17
Miscellaneous Grants	620,500.00	63,868.62	556,631.38
American Rescue Plan Act	-	415,680.73	(415,680.73)
Debt Service Fund	-	86,204.54	(86,204.54)
Debt Service Fund - WWTP	641,213.00	618,848.57	22,364.43
Youth Program Fund	10,000.00	-	10,000.00
Bisbee Bus Fund	367,050.00	278,487.74	88,562.26
Capital Improvements Fund	2,150,000.00	63,899.00	2,086,101.00
Totals:	15,402,712.00	8,793,485.08	6,609,226.92
Total of Short Funds:			(548,990.95)

OTHER FUNDS TRANSFERS		
	To	From
Housing Initiative	48,000.00	
American Rescue Plan Act	420,000.00	
Miscellaneous Grants		468,000.00
Debt Service Fund	87,000.00	
Police		57,000.00
Streets		13,500.00
GF-Contingency		16,500.00
	555,000.00	555,000.00

RESOLUTION R-22-18

A RESOLUTION OF THE MAYOR AND COUNCIL, CITY OF BISBEE, COCHISE COUNTY, ARIZONA, APPROVING THE TRANSFER OF BUDGET AMOUNTS WITHIN THE GENERAL FUND, AND BETWEEN THE GRANT FUNDS AND DEBT SERVICE FUND.

WHEREAS, the City of Bisbee has adopted a budget for Fiscal Year 2021-2022 that includes estimates of the proposed expenditures by department for the City; and

WHEREAS, pursuant to A.R.S. § 42-17106, a governing body may transfer monies between budget items provided that the monies are available; the transfer is in the public interest and based on demonstrated need; the transfer will not create any violation of the constitutional expenditure and revenue limits; and a majority of the members of the governing body vote in favor of the transfer; and

WHEREAS, this transfer of budget expenditure authority will allow the City to properly allocate expenditures within the various departments of the General Fund, Housing Initiative Fund, Debt Service Fund, and Miscellaneous Grants Fund; and

WHEREAS, this transfer is in the best interests of the City of Bisbee and its citizens,

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Council, City of Bisbee, County of Cochise, State of Arizona hereby authorize the transfer in the amount of \$590,000 as follows:

\$4,000 from Contingency to Mayor & Council
\$13,000 from Contingency to Admin & General Government
\$16,000 from Contingency to Personnel
\$2,000 from Contingency to Swimming Pool
\$48,000 from Miscellaneous Grants to Housing Initiative
\$420,000 from Miscellaneous Grants to ARPA Fund
\$87,000 from Police, Streets and General Fund Contingency to Debt Service Fund

RESOLUTION R-22-18

PAGE 2 OF 2

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Bisbee, this 18th day of October, 2022.

APPROVED:

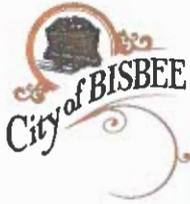
Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph Estes, City Attorney



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **October 18th, 2022**

Regular Special

DATE ACTION SUBMITTED: <u>October 12th, 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 approval to purchase parts from C&M Motors INC	

FROM: **Matthew Gurney, Public Works Director**

RECOMMENDATION: **Approve to buy exhaust parts from C&M Motors INC**

PROPOSED MOTION: **I move to approve the purchase of exhaust parts from C&M INC**

DISCUSSION **Public Works has a 2012 UD (Nissan) cabover rear load garbage truck that we bought used from the City of Safford. The exhaust filters and sensors are original and after 10 years they are past their useful life and must be replaced to use the vehicle. C&M Motors INC are the only dealership that supplies these needed parts for the UD garbage truck. The price for the replacement parts come out to \$16,607.67. Public Works understands that this is a great expense, but it is much cheaper than buying a new/used garbage truck that will run as a backup.**

FISCAL IMPACT: **\$16,607.67**

DEPARTMENT LINE-ITEM ACCOUNT: **56-40-61000**

BALANCE IN LINE ITEM IF APPROVED: **-\$2,526.86**

Prepared by:
Matthew Gurney

Reviewed by:
Stephen Pauken

C & M MOTORS

404 Roosevelt Ave.
 National City, CA 91950-0000
 (619) 474-8971

WORKORDER: 286558 Page: 1
 RECEIVED: 09/28/22 12:08
 ADVISOR: ESTIMATE
 ACCOUNT #: 11030

ESTIMATE FOR SERVICES

CUSTOMER: CASH SALE
 ADDRESS:
 CITY: CASH, CASH

LICENSE: CASH SALE
 VEHICLE:
 VIN #:
 MILEAGE: In: Out:
 TAG: PEDRO
 EMAIL:

The following parts will be used on this service:

Quan.	Part #	Description	Each	Total
1.00	5222303391	SENSOR, OUTLET NOX	1368.51	1368.51
1.00	5222303390	SENSOR, NOX (INLET)	1368.53	1368.53
1.00	20115NK00A	SENSOR, TEMP T3	187.03	187.03
1.00	2011500Z1C	Temp Sensor-T1	187.03	187.03
1.00	2011500Z1D	Temp Sensor-T2	187.03	187.03
1.00	20102NK00E	E.A.T.S. ASSY.	10801.84	10801.84
2.00	2001730Z0C	Gasket	16.09	32.18
1.00	2278000Z0A	Sensor, DPF Pressure	226.49	226.49

Perform the following labor on this vehicle:

FREIGHT

875.00

Technician: FREIGHT

The estimated total including tax and fees, is:

16,607.67

(see disclaimer)



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **October 18, 2022**

Regular Special

DATE ACTION SUBMITTED: 10/12/2022

REGULAR **CONSENT**

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

SUBJECT: Discussion and possible approval to Request for Proposal the replacement of HVAC systems in the Copper Queen Library, Fire Station 81, and Fire Station 82.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approve Request for Proposal to replace HVAC systems in the Copper Queen Library, Fire Station 81, and Fire Station 82.

PROPOSED MOTION: I move to approve the Request for Proposal to replace HVAC systems in the Copper Queen Library, Fire Station 81, and Fire Station 82.

DISCUSSION

Public Works would like approval to Request for Proposal the replacement of HVAC systems in the Copper Queen Library, Fire Station 81, and Fire Station 82.

FISCAL IMPACT: TBD

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:



Matthew Gurney

Reviewed by:



Stephen Pauken



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: October 18, 2022

Regular Special

DATE ACTION SUBMITTED: October 12, 2022

REGULAR **CONSENT**

TYPE OF ACTION:

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

SUBJECT: Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-22-11; Amending the City of Bisbee Code, Article 7.10, Light Pollution and the Bisbee Zoning Code, Articles 3, 6, 7, and 9.

FROM: Stephen Pauken, City Manager

RECOMMENDATION: Approve Notice of Intent

PROPOSED MOTION: I move to approve the Notice of Intent to adopt Ordinance O-22-11; Amending the City of Bisbee Code, Article 7.10, Light Pollution and the Bisbee Zoning Code, Articles 3, 6, 7, and 9.

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

Nina Williams,
Deputy City Clerk

Reviewed by:

Stephen Pauken
City Manager

**NOTICE OF INTENT
ORDINANCE O-22-11**

**AN ORDINANCE OF THE CITY OF BISBEE, AMENDING THE CITY CODE, ARTICLE 7.10,
LIGHT POLLUTION AND THE BISBEE ZONING CODE, ARTICLES 3, 6, 7, 9 AND
PROVIDING FOR REPEAL AND SEVERABILITY**

WHEREAS, The City of Bisbee has determined the need for lighting practices and systems, which will minimize light pollution, light trespass and conserve energy while maintaining nighttime safety;

WHEREAS, the City permits the use of outdoor lighting that does not exceed the minimum levels specified in this Ordinance for enjoyment, and commerce;

WHEREAS, the curtailment of light pollution will improve nighttime environment for astronomy, conserve energy, and protect the natural environment; and

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to amend Article 7.10 of the City Code and in the Bisbee Zoning Code, Articles 3, 6, 7 and 9 set forth on Exhibit A hereto.

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

Section 1. The amendments to Article 7 of the City Code, as set forth in the attached Exhibit A, incorporated herein by reference, are hereby adopted.

Section 2. The amendments to Articles 3, 6, 7 and 9 of the Zoning Code as set forth in the attached Exhibit B, incorporated herein by reference, are hereby adopted.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

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

BISBEE CITY CODE

ARTICLE 7.10 LIGHT POLLUTION CODE

7.10.1 Purpose

The purpose of this Article is to achieve effective and efficient lighting, while preserving the safety, security and well-being of City residents and visitors; to protect and enhance the lawful nighttime use and enjoyment of all property through protection of access to the dark, night skies; and, to encourage the conservation of energy and other resources. To specify and encourage lighting practices and systems that will minimize the adverse man-made light pollution effects of sky-glow, glare, and light trespass.

7.10.2 Definitions

A. "Adaptive controls" means mechanical or electronic devices, when used in the context of outdoor lighting systems, intended to actively regulate the switching, duration, and/or intensity of light emitted by such systems. Examples of adaptive controls include timers, dimmers, and motion-sensing switches.

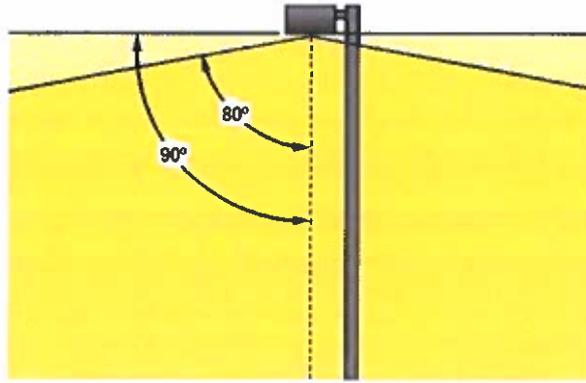
AB. "Decorative" means lighting which is used for non-utilitarian purposes such as lighting building exteriors, fountains, landscaping, and decorations.

C. "Correlated Color Temperature" (or "CCT") means a measure of the color properties of light emitted by lamps, being equal to the temperature, expressed in degrees kelvin (K), of a blackbody whose spectrum best approximates the spectrum of the light source in question. CCT values are typically provided in lighting manufacturer data sheets.

~~B. "Fully shielded" means that fixtures are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected 10 to 15 degrees minimum below a horizontal plane running through the lowest point on the fixture where light is emitted.~~

D. "Full Cutoff" means that a luminaire is shielded in such a manner as to yield zero light intensity at or above a horizontal plane passing through the lowest light-emitting part of the luminaire, and which further limits light intensity to a value not to exceed 2.5 percent of total lamp lumens at angles between 80 degrees and 90 degrees with respect to the local nadir. (See the example in Figure 1 showing these angles.) This applies to all lateral angles around the luminaire.

Figure 1.



CE. "General Illumination" means outdoor lighting used for, but not limited to, illumination for walkways, roadways, equipment yards, parking lots, and outdoor security where safety or security of the grounds is the primary concern.

DF. "Glare" means the sensation produced by a bright light source within the visual field that is sufficiently brighter than the level to which the eyes are adjusted, causing discomfort and/or loss in visual performance or visibility.

EG. "Installed" means the attaching or assembling in place of any outdoor light fixture.

F. "~~Light Fixture, Fully Shielded~~" means a light fixture constructed, installed and maintained in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly by reflection or refraction from any part of the fixture, is projected ~~10 to 15 degrees minimum~~ below a horizontal plane running through the lowest part of the fixture. A practical way to determine if a fixture or tube is fully shielded: if the lamp or tube, any reflective surface, or lens cover (clear or prismatic) is visible when viewed from above or directly from the side, from any angle around the fixture or tube, the fixture or tube is not fully shielded.

H. "Illuminance" means the total luminous flux incident on a surface per unit area. Illuminance is a measure of the light received by or on a surface. The foot-candle (fc) is a unit of measurement equal to the illuminance resulting from a source of one candela at a distance of one foot, equal to one lumen per square foot of illuminated surface area.

I. "Initial lumens" means the number of lumens of light emitted by a luminaire when the lamp is new, not accounting for any depreciation due to the age of the lamp or environmental conditions that may be detrimental to its performance.

GJ. "Light Trespass" means ~~stray electric light in excess of the levels specified in Section 7.10.8 falling where it is not desired or needed. Direct or reflected light that has its source on one site, and illuminates areas beyond the property boundaries.~~ *the condition in which light emitted on one property exceeds an illuminance, measured in the vertical direction and at any height above grade, of one-half of one foot-candle (0.5 fc) at the boundary of any adjacent property. is directly visible on any other property, not inclusive of incidental reflections from luminaire mounting surfaces or hardware.* Light trespass is typically produced by stray light from unshielded or misdirected outdoor lighting, and includes glare from direct viewing, as well as "off-site spill" light.

HK. "Lumen" means a unit used to measure the total amount of light that is produced by a luminaire. The conversion of watts to lumens is provided.

HL. "Luminaire" means a light fixture, including the complete lighting assembly (including lamps, housings, reflectors, lenses, and shields), but excluding the support assembly.

M. "Nadir" means the point on a celestial sphere directly below an observer. The opposite of zenith. **Synonym: the lowest point**

N. "Net acre" means an acre of any land parcel that is developed, consisting of structures and/or hardscape. The net acreage of a parcel is the gross acreage of that parcel less any acres that are considered undeveloped.

JO. "Off-Site Spill Light" means any combination of glare, uplight (sky glow) and/or light trespass applicable, but not limited to, structure exterior lighting, roadway/street lighting, pedestrian malls, parks, recreational facilities, outdoor display lots, parking lots, service stations, billboards and signage.

~~**K.** "Outdoor Light Fixtures" means outdoor electric illuminating devices, outdoor fixtures, lamps and other devices; searchlights, spot lights, flood lights, permanently installed or portable, used for illumination, emergency, security or commercial purposes. Such devices shall include, but are not limited to, lights for: parking lots, roadways, buildings and structures, recreational areas and facilities, landscaping decorative effects, billboards and signs (advertising and other), product display areas.~~

LP. "Outdoor Recreational Facility" means an area designed for active recreation, whether publicly or privately owned, including but not limited to parks, baseball or softball diamonds, soccer and football fields, golf courses, tennis courts, and roping/equestrian arenas.

~~**M.** "Partially shielded" means the fixtures are shielded in such a manner that the bottom edge of the shield is below the plane of the center line of the lamp reducing light above the horizontal.~~

NQ. "Person" shall mean any private person, tenant, lessee, owner, or any commercial entity including but not limited to companies, partnerships, joint ventures or corporations.

OR. "Residential Lighting" means residential refers to outdoor lighting for single or multiple household dwellings.

PS. "Sky-glow" means the undesirable and unnecessary emission of light rays, directly or indirectly, into the night sky.

T. "Unshielded" means the condition of any luminaire not meeting the definition of full cutoff.

QU. "Use, Non-Residential" means the use of land for a purpose other than residential dwelling units.

RV. "Watt" means the unit used to measure the electrical power consumption (not the light output) of a lamp.

7.10.3 New Uses, Buildings and Additions or Modifications

The requirements of this Code shall apply to any and all new uses and additions to existing land uses, developments, buildings, or structures.

A. Change of Use. Whenever the use of any existing building, structure, or premises is changed to a new use, all outdoor lighting shall be reviewed and brought into compliance

B. For purposes of this section, the following are considered to be major additions:

1. Additions or modifications of 50 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions subsequent to the effective date of this provision; or,

2. Single or cumulative modification or replacement of outdoor legally installed lighting fixtures constituting 50 percent or more of the watts that would be permitted under this Code for the property, no matter the actual amount of lighting already on a non-conforming site.

C. For purposes of this section, the following are considered to be minor additions:

1. Additions or modifications of less than 50 percent in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces to existing uses shall require the submission of a complete inventory and site plan detailing all existing and any proposed new or modified outdoor lighting. Any new or modified outdoor lighting on the site shall meet the requirements of this Code with regard to shielding and lamp type; the total amount of lighting after the modifications are complete shall not exceed that on the site before the modification, or that permitted by this Article, whichever is larger.

D. Mitigation of Legal Non-Conforming Installations. All legal non-conforming luminaires may continue to be used and maintained after the adoption of this Article, but shall be brought into compliance with its requirements within ten (10) years after the effective date of this Article.

7.10.4 Permits

A. Any person changing the use of an existing building, structure, or premises or making a major addition as defined in Section 7.10.3 shall apply for a permit with the City Building Inspector.

B. Any person applying for a building or use permit under the City of Bisbee Code or the City of Bisbee Zoning Code intending to install outdoor light fixtures shall as a part of said application submit evidence to the City Building Inspector that the proposed work will comply with these provisions. The submission shall contain:

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1. Plans indicating the location on the premises, and the type of all illuminating devices, existing and proposed.

2. Description of the existing and proposed illuminating devices, fixtures, lamps, supports and other devices, and the initial lumen output. This description shall include but is not limited to, manufacturers' catalog cuts, photographs, diagrams and/or drawings .

C. Substitution of outdoor light fixtures or lamps after a permit has been issued requires City Building Inspector approval prior to installation. Amendments to permits for the installation of outdoor light fixtures require adequate information to assure compliance with this Code, pursuant to Section 7.10.4(B).

7.10.5 Mounting Height, Shielding and Light Trespass

Requirements for height, shielding, placement and aiming of lights to minimize light trespass and direct glare emitted by a lighting system shall be, as follows:

A. Off-site spill light on adjacent properties and roadways shall be minimized by complying with the following:

1. Residential Sites: The overall height of lighting fixtures (including the base) shall not exceed 20 feet above ground level, except for residential sites with a minimum parcel size of 4 acres or larger. Lighting fixtures which are located 50 feet or more from any property line shall not exceed 30 feet in height (including the base) above ground level.

2. Non-Residential Sites: Except as provided herein for specific uses, the overall height of lighting fixtures (including the base) on all non-residential sites shall not exceed 30 feet above ground level. The overall height of lighting fixtures located at least 100 feet from any property line shall not exceed 35 feet in height above ground level.

3. Any ~~lamp type~~ luminaire consisting of lamps with a total output of 1,000 lumens or more shall be ~~fully shielded~~ full cutoff.

4. ~~All light fixtures located within 25 feet of the property line adjacent to a residential use shall use fully shielded luminaires.~~ No luminaire shall be installed or operated on any property whose lamp, or light source, is directly visible from any other property.

5. Final determination as to compliance with this section shall be based on point-by-point analysis by the City Building Inspector.

~~B. Direct glare shall be minimized by compliance with the following requirements:~~

~~1. The lighting system shall be designed to minimize the impact on sky glow and glare to adjacent properties.~~

7.10.6 ~~Shielding of Outdoor Light Fixtures~~ Total Light Emission Limits

A. Total outdoor light output shall not exceed the limits in Section 7.10.8~~12~~. (The values in this table are upper limits and not design goals; design goals should be the lowest levels that meet the requirements of the task to reduce glare and reduce energy costs.)

~~B. Streetlight fixtures are exempt from this requirement if the shielding is not available from the manufacturer.~~

7.10.7 Lighting Spectrum Control

The correlated color temperature of all lamps shall not exceed 3000 degrees kelvin.

7.10.8 Publicly Owned Lighting

A. Warranting. New installations of outdoor lighting will only be installed on public properties and rights-of-way upon determination by the City Manager that a public safety hazard exists in the area to be lit, and that the hazard can only be effectively mitigated through the use of outdoor lighting and not through some other passive means, such as reflectorized roadway paint or markers.

B. Curfew. All lighting not adaptively controlled must be fully extinguished by 11 P.M., or within one hour of the end of occupancy of the structure or area to be lit, whichever is later.

C. Adaptive controlling. All new installations of outdoor lighting on public properties and rights of way must be regulated with adaptive controls such that the lighting of areas is restricted to times, places and amounts required for safe occupancy.

7.10.9 Outdoor Recreational and Athletic Facility Lighting

A. The illumination of outdoor recreational and athletic facilities shall adhere to Illuminating Engineering Society lighting guidelines according to the appropriate class of athletic play.

B. Lighting shall be provided exclusively for illumination of the surface of play and viewing stands and not for any other applications.

C. Lighting shall be adjustable and provide safe and appropriate light levels according to the nature of the task it illuminates.

D. Off-site impacts of lighting shall be limited to the greatest practical extent.

E. Lighting shall be extinguished by the earlier of 10 p.m. or one hour after the conclusion of play, whichever is later.

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F. Lighting equipment shall be furnished with mechanical or electronic timing circuits installed to prevent lighting from remaining in use inadvertently by automatically extinguishing it after the curfew hour specified in item E, above.

7.10.10 Flagpoles

Property owners are encouraged to not illuminate flagpoles at night, but rather to hoist flags after dawn and lower flags before sunset. If flags are illuminated at night, lighting of up to a total of one (1) flag per property is permitted with the following conditions:

A. The flag must either be the flag of the United States of America or the flag of the State of Arizona in order for illumination to be permitted.

B. If nighttime illumination is used, flagpoles with a height greater than 20 feet above ground level shall be illuminated only from above. This may be achieved by utilizing a luminaire attached to the top of the flagpole or a luminaire mounted above the top of the flagpole on a structure within fifteen (15) feet of the flagpole and must comply with all sections of this Chapter. The total light output from any luminaire mounted on top of or above a flag pole shall not exceed 800 initial lumens.

7.10.711 Special Use Permit and Waivers

Any application or lighting installation not meeting all requirements of this Code, including, but not limited to height, shielding, curfew or lumen caps shall require a Special Use Permit, and ~~must demonstrate that the proposed lighting will not cause off-site glare or light trespass.~~ **must demonstrate why compliance with this Article is not possible, and how the lighting for which the permit or waiver is sought adheres as closely to this Article as possible.** The Special Use Permit application shall be accompanied by the lighting system design, and prior to final inspection or use, the installation shall be certified by the City Building Inspector.

7.10.812 Maximum Total Outdoor Light Output

Zoning	Total Shielded Full Cutoff Lumens Per Net Net Acre*	Total Unshielded Lumens Per Net Net Acre
Non-Residential	150,000 25,000	3,000 5,000
Residential	20,000 10,000	10,000 2,000

*Properties under ~~an~~ **one net** acre are held to the per-**net** acre lumen cap.

7.10.913 Prohibitions

A. The operation of searchlights and/or laser lights for advertising or commercial purposes is prohibited.

B. No new mercury vapor outdoor light fixtures shall be installed after the effective date of this section, noting the use of mercury vapor light fixtures were prohibited in the State of Arizona after January 1, 2011.

7.10.1014 Signage

A. External illumination for signs shall conform to the shielding restrictions and lumen caps of Section 7.10.812. All upwardly directed sign lighting is prohibited.

B. All lighting mounted under ~~the~~ **a** canopy, including but not limited to light fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating the total cost of such items as fuel pumped and price per gallon), shall be included in the Total Outdoor Light Output for the site and is subject to the shielding restrictions and lumen caps of Section 7.10.812.

C. Luminance levels during permitted operating hours shall not exceed 100 nits. For electronic displays, this figure is to be measured under conditions of a full white display.

D. Lighting of illuminated signs shall be extinguished completely after 11 P.M. or at the end of normal business hours, whichever is later, and remain off until one (1) hour before sunrise.

E. The luminous surface area of any illuminated sign, or any illuminated portion of any sign, shall not exceed 200 square feet.

7.10.1115 Nonconforming Light Fixtures

A. All outdoor electric illuminating devices shall be installed in conformance with the provisions of this Code, the City of Bisbee Zoning Code, and any applicable building codes.

B. Where any provision of any of the Arizona Revised Statutes, or any Federal Law, or any related City of Bisbee regulation conflicts with the requirements of this Light Pollution Code, the most restrictive shall govern.

7.10.1216 Permanent Exemptions

A. Light fixtures using fossil fuel (i.e., light produced directly or indirectly by the combustion of natural gas or other utility type fossil fuels) are exempt from the requirements of this ordinance.

B. Equipment and signal lights necessary for agricultural equipment or required by state or federal regulations shall be by the least obtrusive means that meets the applicable operating or regulatory requirements.

C. Outdoor lighting on facilities and lands owned and operated or protected by the United States Government, ~~or the State of Arizona, its political subdivisions including, but not exclusive to, Cochise County, the Bisbee Unified School District and the City of Bisbee~~ are exempt by law from all requirements of this section. Voluntary compliance with the intent of this ordinance at those facilities is encouraged.

D. Temporary lighting to facilitate immediately necessary repairs or similar emergency actions of a public or private utility company necessary to continue or resume service, provided the emergency does not exceed 48 hours without authorization from the Zoning Inspector. Lights shall be arranged to reflect light away from and prevent glare to adjoining residential properties and public rights of way to the extent feasible.

E. Temporary lighting to facilitate immediately necessary repairs or similar emergency actions provided the emergency does not exceed 48 hours without authorization from the Zoning Inspector. Lights shall be arranged to reflect light away from and prevent glare to adjoining residential properties and public rights of way to the extent feasible.

F. Temporary lighting to facilitate harvesting or similar actions necessary for general agricultural use (as defined in the Zoning Regulations) provided the night time operation does not exceed 5 days without authorization from the Zoning Inspector. Lights shall be arranged to reflect light away from and prevent glare to adjoining residential properties and public rights of way to the extent feasible.

~~G. The illumination of outdoor recreational facilities, public or private. Voluntary compliance with the intent of this ordinance at those facilities is encouraged.~~

~~H. Lighting required to display an American Flag.~~

~~I~~**G.** Seasonal decorations that exceed the lumen cap of Section 7.10.8**12** shall be permitted from October 15 to January 15. **All illuminated displays shall be extinguished between 1 a.m. and one hour before sunrise.**

7.10.1317** Temporary Exemptions**

A. Any person as defined herein may submit a written request on a form prepared by the Board of Adjustment and the City Building Inspector for a "temporary exemption" to the requirements of this Code, such exemption to be valid for thirty (30) days, **Exemptions may be renewed no more than twice** at the discretion of the City Building Inspector **for a total exemption of ninety (90) days**. The request for Temporary Exemption shall contain at least the:

1. Specific exemptions requested.

2. Specific reasons why the requirements listed in this Code cannot be met.
3. Type and use of exterior light involved.
4. Duration of time for requested exemption.
5. Type and number of lamps and calculated lumens
6. Total lumens of lamp or lamps.
7. Proposed location and height of exterior lights.
8. Previous temporary exemptions, if any.
9. Physical size of exterior light and type of shielding provided.

B. The City Building Inspector, within fifteen (15) days from the date of the properly completed Request for Temporary Exemption, shall approve or reject the Request in writing. If rejected, the person making the Request shall have the right of appeal to the Board of Adjustment as any other appeal of the City Building Inspector's decisions.

7.10.1418 Violations and enforcement

A. Non-compliant lighting that was installed in good faith by an electric utility shall be brought into conformance with this Code within five (5) years of adoption; however, person light fixtures which are the subject of a citizen complaint or City enforcement action shall be brought into conformance within thirty (30) days of notification of the property owner.

B. It shall be unlawful to install or operate an outdoor light fixture in violation of this Code. Failure to comply with this Code and remedy any and all violations within the time allotted in Section 7.10.1418(A) shall be subject to a fine of not less than \$100.00 and not more than \$1000.00. Each and every day which the illegal erection, maintenance, and use continue is a separate offense.

C. The fees in this Section 7.10.1418 shall be superseded by a subsequent act of the City Council to adopt a new fee schedule. Until and in the event these fees are superseded, this Section 7.10.1418 controls.

7.10.15 Lamp Data

Incandescent	Lamp Wattage	Initial Lumens
	25	150

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40	460
60	890
75	1210
100	1750
150	2880
300	6360

Aluminized Floods

Lamp Wattage	Initial Lumens
1,000	23,800

**Compact
Fluorescent/Pressure
Sodium**

Lamp Wattage	Initial Lumens
5	250
7	400
13	900

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18 1,200

26 1,800

32 2,900

Tungsten-Halogen-Sodium

Lamp Wattage

Initial Lumens

250 4,700

500 10,700

1,000 19,000

1,500 36,000

Mercury Vapor

Lamp Wattage

Initial Lumens

100 4,000

175 8,500

400 23,000

ORDINANCE O-22-11

	700	44,000
	1,000	61,000
Fluorescent (Standard Cool White, 1.5 Inch Tubes)	Lamp Wattage	Initial Lumens
	21	1,190
	30	2,050
	36	2,450
Metal Halide	Lamp Wattage	Initial Lumens
	175	14,000
	250	20,000
	400	40,000
	1,000	115,000

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**PAR (Parabolic Aluminized
Floods & Spots)**

Lamp Wattage

Initial Lumens

150

1,740

**HPS (High Pressure
Sodium)**

Lamp Wattage

Initial Lumens

50

3,300

70

5,800

100

9,500

150

16,000

200

22,000

250

30,000

310

37,000

400

50,000

1,000

140,000

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LPS (Low Pressure Sodium)	Lamp Wattage	Initial Lumens
	18	1,800
	35	4,800
	55	8,000
	90	13,500
	135	22,500
	180	33,000

These are standard values are based on manufacturers data and are to be used unless the applicant submits other verified lumen values.

EXHIBIT B

**BISBEE ZONING CODE
ARTICLE 3 PROCEDURES**

3.4.1 Site Plan Approval

The application will be accompanied by the following information when applicable for the proposed development:

13. Lighting: location and general nature, hooding devices.

3.4.2 Procedure

A. The site plan shall be submitted to the Site Planning Committee, which shall determine whether:

3. Proposed lighting shall be in accordance with the City "Light Pollution Code".

ARTICLE 6 GENERAL PROVISIONS

6.13 Community Gardens

C. Criteria for a Community Garden

5. All lighting used on the site must comply with the City of Bisbee Light Pollution Code.

ARTICLE 7 SIGN REGULATIONS

7.2.2. Signs Exempt from Permit Requirements

Except for traffic control devices, exempt signs may not include internal, direct or indirect lighting or electrification.

7.2.5 Issuance of the Sign Permit

Inspections may be required for footing or foundation construction, electrical installation, anchoring connections and lighting functions.

7.2.6 General Requirements Applicable to All Signs

D. Any lighting or illumination that is associated with a sign must be installed to prevent any direct beam or glare from falling on any adjacent property or travel way, must be shielded as required by applicable City regulations, and must not provide more illumination than the minimum amount that is necessary for the reasonable purposes of the sign.

7.3.2 Identification Signs for Multiple Family Dwellings which meet the following conditions:

B. The total sign area of each wall sign shall not exceed twenty-four (24) square feet and no part of the sign shall extend above the building plate line. Wall signs may be illuminated by internal or indirect lighting, subject to approval of appropriate lighting plans.

7.4.3 Marquee Signs

B. Marquee signs may [sic] illuminated by direct or internal lighting.

7.4.5 Free-Standing Signs

C. Freestanding monument signs may be illuminated by indirect or internal lighting

7.5 Historical Preservation Overlay District Sign Regulations

...Signs that are out of proportion or scale to the existing development within the district, that are to be illuminated in a manner that would not be consistent with the color, lettering or techniques of lighting that were prevalent in the historic period of the district, or that employ technology that would be out of place in the district will not be permitted.

7.6 Signs Allowed by Special Use Permits

A. The following types of signs may be allowed within a commercial or manufacturing zoning district, or in connection with a lawful non-residential use, upon the approval of a Special Use Permit for the sign.

3. Signs with external lighting not otherwise permitted under these regulations.

ARTICLE 9 DEFINITIONS

9.2 Definitions

58. Indirect Lighting shall all mean a source of external illumination located away from the sign which is not visible to persons viewing the sign.

62. Internal Lighting shall mean a source of illumination entirely within the sign which makes the sign visible at night.



REQUEST FOR MAYOR & COUNCIL ACTION

Session of: **October 18, 2022**

Regular Special

DATE ACTION SUBMITTED: October 12, 2022

REGULAR **CONSENT**

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

SUBJECT: **Discussion and Possible Approval of the Notice of Intent to adopt Ordinance O-22-15; Amending the City of Bisbee Code Article 8, Business Regulations, by Repealing and Replacing Section 8.9 Vacation Rentals and Short-Term Rentals.**

FROM: **Stephen Pauken, City Manager**

RECOMMENDATION: **Approve Notice of Intent**

PROPOSED MOTION: **I move to approve the Notice of Intent to adopt Ordinance O-22-15; Amending the City of Bisbee Code Article 8, Business Regulations, by Repealing and Replacing Section 8.9 Vacation Rentals and Short-Term Rentals**

DISCUSSION:

Approval of this Ordinance would Repeal and Replace Section 8.9, Vacation Rentals and Short-Term Rentals – the new Code provisions would include Requiring a Permit to Operate a Vacation Rental or Short-Term Rental within City Boundaries; Establishing Regulations; Adopting Notification and Disclosure Requirements; Adopting Insurance Requirements; Adopting Application Fees under the City’s Fee Schedule; Providing for the Repeal of Conflicting Ordinance; Providing for Severability; Establishing Fines and Penalties; and Establishing an Effective Date.

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

Reviewed by: *Stephen Pauken*
Stephen Pauken,
City Manager

**NOTICE OF INTENT
ORDINANCE O-22-15**

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF BISBEE, ARIZONA, BY DECLARING THE DOCUMENT ENTITLED “CITY OF BISBEE VACATION RENTALS AND SHORT-TERM RENTALS CODE” AS A PUBLIC RECORD; AMENDING THE CITY OF BISBEE CODE ARTICLE 8, BUSINESS REGULATIONS, BY REPEALING AND REPLACING SECTION 8.9, VACATION RENTALS AND SHORT-TERM RENTALS; REQUIRING A PERMIT TO OPERATE A VACATION RENTAL OR SHORT-TERM RENTAL WITHIN CITY BOUNDARIES; ESTABLISHING REGULATIONS; ADOPTING NOTIFICATION AND DISCLOSURE REQUIREMENTS; ADOPTING INSURANCE REQUIREMENTS; ADOPTING APPLICATION FEES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING FINES AND PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, local governments may regulate vacation rentals and short-term rentals (“Vacation Rentals”) except as limited by Arizona Revised Statutes (“A.R.S.”) § 9-500.39; and,

WHEREAS, the City of Bisbee, Arizona (“City”) deems it necessary to repeal and replace certain regulations regarding the use of property as a Vacation Rentals to protect the health, safety, and welfare of the City residents; and,

WHEREAS, a central and significant goal for the City is to protect the health, safety, and welfare of the City residents, preserve its housing stock, and maintain the quality and character of residential neighborhoods; and,

WHEREAS, the City will require all Vacation Rentals to maintain a valid City permit, pay permit fees, provide an emergency point of contact to respond to compliance and emergencies in a timely manner, maintain insurance, provide neighbor notification, and disclose certain information about the Vacation Rentals in each advertisement; and,

WHEREAS, the City will require all Vacation Rentals to obtain and maintain a valid transaction privilege tax (“TPT”) license number, provide proof of the TPT license to the City, and require disclosure of the TPT number on each advertisement; and,

WHEREAS, the City retains the right to change its fees after review and approval from City Council; and,

WHEREAS, the City deems it necessary to establish penalties and fines that apply to Vacation Rentals.

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

within thirty (30) days of the application process being made available by the City, must cease operations immediately. In addition to any fines imposed pursuant to Section 8.9.13, the City may impose a civil penalty of up to one thousand dollars (\$1,000) per month against the owner if the owner or owner's designee fails to apply within thirty (30) days of receiving written notice of the failure to comply with this Ordinance.

Section 6. Effective Date. The effective date of this Ordinance shall be January 1, 2023.

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

APPROVED:

Ken Budge, Mayor

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph Estes, City Attorney
Gust Rosenfeld, PLC

EXHIBIT "A"

CITY OF BISBEE VACATION RENTALS AND SHORT-TERM RENTALS CODE

ARTICLE 8.9. VACATION RENTALS AND SHORT-TERM RENTALS

- Sec. 8.9.1 Purpose.
- Sec. 8.9.2 Definitions.
- Sec. 8.9.3 Permit Required; Penalties.
- Sec. 8.9.4 Emergency Point of Contact Requirements; Penalties.
- Sec. 8.9.5 Compliance with the Law; Prohibited Uses.
- Sec. 8.9.6 Neighbor Notification Required.
- Sec. 8.9.7 Advertisement Requirements.
- Sec. 8.9.8 Posting on the Property Required.
- Sec. 8.9.9 Insurance Required.
- Sec. 8.9.10 Background Checks Required.
- Sec. 8.9.11 Safety Inspection and Equipment Required.
- Sec. 8.9.12 Permit Suspensions.
- Sec. 8.9.13 Enhanced Penalties.
- Sec. 8.9.14 Appeals.
- Sec. 8.9.15 Judicial Relief.
- Sec. 8.9.16 Severability.

Sec. 8.9.1 Purpose.

This Article is adopted to protect the health, safety, and welfare of the community of the City by enacting reasonable regulations for short-term rentals and vacation rentals. It is the purpose of this Article to benefit the general public by minimizing adverse impacts on the housing supply, public health, safety, and peaceful enjoyment, when visiting and living in the City. These regulations are in addition to other codes of the City.

Sec. 8.9.2 Definitions.

In this Article, unless the context or definitions in A.R.S. § 9-500.39 indicate otherwise, the following terms or phrases are defined as follows:

“Advertisement” means any method of soliciting the use of property for vacation rental purposes.

“Applicant” means the owner or owner’s designee who applies with the City for a permit or renewal of a permit.

“Days” shall mean calendar days unless stated otherwise.

“Designee” and “Agent” are interchangeable for purposes of this Article and mean any person or persons with the charge, care, or control of any property, dwelling unit, or portion thereof. “Designee” includes the “emergency point of contact.”

“Emergency point of contact” means the owner or individual designated by the owner to: (i) serve as the local twenty-four (24) hour emergency point of contact for the vacation rental; and (ii) respond to complaints and emergencies relating to the vacation rental in a timely manner as required by this Article.

“Neighbor notification” means the written notice provided by the owner to each single-family residential property adjacent to the vacation rental property, directly across from the vacation rental property, and diagonally across the street or stairs of the vacation rental property that includes the valid permit number issued by the City the physical address of the vacation rental, and the name, address, and twenty-four (24) hour telephone number of the emergency point of contact.

“Nonresidential use” means any use that is not permitted in a residential zoning district pursuant to a City zoning ordinance.

“Online Lodging Marketplace” has the same meaning prescribed in A.R.S. § 42-5076.

“Owner” means any person who, alone or with others, has title or interest in a property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and includes any person who as agent, executor, administrator, trustee, or guardian has charge, care, or control of any property, dwelling unit, or portion thereof.

“Permit” means authorization by the City to operate a vacation rental in accordance with this Article.

“Person” means an individual, public entity, firm, corporation, partnership, limited liability company, trust, association, or any other business entity or juridical person, whether operating on a for-profit or nonprofit basis.

“Short-term rental” and “vacation rental” are interchangeable for purposes of this Article and mean any individually or collectively owned single-family or one-to-four-family house or dwelling unit, or any unit or group of units in a condominium or cooperative, that is also a transient public lodging establishment or owner-occupied residential home offered for transient use. “Vacation rental” does not include:

(i) accommodations or property that is classified for property taxation under A.R.S. § 42-12001; or

(ii) any unit that is used for any nonresidential use, including a special event that would otherwise require a permit, retail, restaurant, banquet space, or other similar use.

“Timely manner” means responding to complaints and emergencies in person, by phone, or by email within sixty (60) minutes from the request by public safety personnel.

“Transaction privilege tax license” is the license issued by the State of Arizona pursuant to A.R.S., Title 42.

“Transient” has the same meaning prescribed in A.R.S. § 42-5070.

Sec. 8.9.3 Permit Required; Penalties.

(A) *Permit required.* Prior to use of a property as a vacation rental, the owner of shall obtain an annual vacation rental permit from the City. Renting, or offering for rent, a vacation rental without complying with the permit requirements in this Section 8.9.3 is prohibited.

(B) *Permit applications.* The owner of a proposed vacation rental shall submit to the City a permit application on a form furnished by the City. The permit application shall be signed by the applicant and shall contain the following minimum information, which shall be made publicly available:

(1) The physical address of the residential property proposed to be used as a vacation rental.

(2) The name, address, and telephone number of the owner for which the vacation rental registration certificate is to be issued. If the property owner is an entity, the legal name of the entity and its statutory agent.

(3) The name, address, and telephone number of each designee of the owner, if any.

(4) The full name, address, and twenty-four (24) hour telephone number of the individual who will serve as the emergency point of contact.

(5) Proof of a valid transaction privilege tax license.

(6) Proof of a valid City business license.

(7) The total number of available guest spaces and parking spaces for the property to be used as a vacation rental.

(8) Verification that the owner of the property to be used as a vacation rental does not have any outstanding or past due utility or other fees owed to the City.

(8) Acknowledgment by the owner of an agreement to comply with all applicable laws, regulations, and ordinances, including the requirement that the owner and each designee shall not be a registered sex offender, been convicted of any felony act that resulted in death or serious physical injury, or been convicted of any felony use of a deadly weapon within the past five years.

(9) Attestation of compliance with the notification required in this Article.

(10) Evidence of liability insurance appropriate to cover the vacation rental in the aggregate of at least \$500,000 or evidence that each vacation rental transaction will be provided through a platform that provides equal or greater primary liability insurance coverage for the vacation rental.

(11) Evidence the vacation rental is registered with Cochise County Assessor's Office in accordance with A.R.S. § 33-1902.

(12) If the applicant is an individual, proof of lawful presence in the United States in accordance with A.R.S. §§ 1-502 and 41-1080.

(C) *Permit fee.* Every application, including any renewal application, for a vacation rental permit under this Article shall be accompanied by a non-refundable fee established by City Council resolution and as listed in the city fee schedule.

(D) *Issuance; reasons for denial.* The City shall issue or deny the permit within seven (7) business days after receipt of a complete application, except that the City may deny issuance of a permit for any of the following reasons:

(1) The applicant failed to provide the information required under Subsection B;

(2) The applicant failed to pay the permit fee required under Subsection C;

(3) The applicant provided false information;

(4) The owner or designee of the owner: (i) is a registered sex offender; (ii) has been convicted of any felony act that resulted in death or serious physical injury; or (iii) has been convicted of any felony use of a deadly weapon within five (5) years of submitting the application; or

(5) At the time of application, the owner has a suspended permit for the same vacation rental or any of the following applies: (a) one violation at the vacation rental that resulted in or constituted any of the offenses described in Section 8.9.13; or (b) three violations of this Article at the vacation rental within a twelve (12) month period, not including an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

(E) *Notice of denial; appeal.* The City manager or designee shall give notice of the denial of an application to the applicant by mailing the notice to applicant at the address listed on the application. The notice of the denial shall inform the applicant of the right to appeal the denial as provided for in Section 8.9.14.

(F) *Maintaining Accurate Information; Violations.* All applicants and persons holding permits issued pursuant to this Article shall give prior written notice to the City Manager or designee of any change in information submitted in connection with an application for a permit or renewal of a permit. The notice shall be provided to the City Manager not less than ten (10) days prior to the effective date of the change. A violation of this Subsection is a civil offense.

(G) *Term of Permit; Renewal application.* All permits issued under this Article shall be valid for a period of one (1) year from the date of their issuance / until suspended or revoked. Except where the City has received a new application along with the requisite fees, it shall be unlawful for any person to operate a vacation rental after the expiration date recorded upon the face of the vacation rental permit.

(H) *Operating Without a Permit; Penalties.* A vacation rental that fails to apply for a permit or license within thirty (30) days of the permit application being made available by the City shall immediately cease operations. In addition to any other penalty pursuant to the City Code, the City may impose a civil penalty of up to \$1,000 per month against the owner if the owner or owner's designee fails to apply for permit within 30 days of receiving the written notice of violation from the City. Representations or advertisements including online listings that reference the property, house or dwelling unit location within the City is prima facie evidence that a vacation rental is operating in the City.

(I) *Non-transferable.* No permit shall be transferable either as to location or as to person.

(J) *Implementation.* The City Manager or designee shall develop the necessary forms and/or database necessary to implement this Section 8.9.3.

Sec. 8.9.4 Emergency Point of Contact Requirements; Penalties.

(A) *Emergency Responses; Violations.* When requested by a police officer, the owner or emergency point of contact whose name appears on the permit application must be on the vacation rental premises, or be available over the phone or text, within sixty (60) minutes of the request.

(B) *Non-emergency Responses; Violations.* The owner or emergency point of contact shall respond to all other complaints relating to the vacation rental in person, over the phone, by e-mail, or by text within twenty-four (24) hours of the request.

(C) *Maintaining Accurate Emergency Information.* All applicants and persons holding permits issued pursuant to this Article shall give prior written notice to the City Manager or designee of any change to the contact information provided to the City for the emergency point of contact. The notice shall be provided to the City Manager not less than ten (10) days prior to the effective date of the change.

(D) *Violations.* In addition to any other penalty pursuant to the City Code, a violation of this Section shall be a civil offense.

(E) *Penalties.* In addition to any other penalty pursuant to the City Code, an owner shall be subject to civil penalties of up to \$1,000 for every thirty (30) days the owner fails to provide notice to the City as required under this Subsection. Before imposing the initial civil penalty, the City shall provide thirty (30) days' notice to the owner by mailing a notice of violation to the owner's mailing address that was provided to the City. The notice of the violation shall inform the applicant of the right to appeal the denial as provided for in Section 8.9.14. Notwithstanding the date of the notice of violation, the date for calculating the penalties shall be the first day the vacation rental is occupied following the owner's failure to provide the notice to the City regarding the change.

Sec. 8.9.5 Compliance with the Law; Prohibited Uses.

(A) A vacation rental shall comply with the federal, state, and local laws, including laws relating to public health and safety, sanitation, solid waste, hazardous waste, tax privilege licensing, property tax registration, traffic control, pollution control, noise, property maintenance, and nuisance abatement.

(B) No person or entity shall operate a vacation rental in violation of this Article or other law. In addition, the use of a vacation rental property for any of the following uses or purposes is strictly prohibited:

- (1) Any nonresidential use;
- (2) Holding a special event that requires a permit or license pursuant to a city ordinance or state law or rule;
- (3) Operating a retail business, restaurant, event center, banquet hall or similar use;
- (4) Housing sex offenders;
- (5) Operating or maintaining a sober living home;
- (6) Selling liquor, illegal drugs, or pornography;

(7) Operating obscenity, nude or topless dancing or other adult-oriented business; or

(8) Any other use prohibited by A.R.S. § 9-500.39 or the City code.

(C) A vacation rental lacking a valid transaction privilege tax license issued by the State of Arizona shall not be rented or offered for rent.

(D) No person or entity may receive payment or accept a fee, directly or indirectly, for facilitating the rental of a vacation rental operating in violation of this Code or other law.

(E) In addition to any other penalty pursuant to the City Code, any person who causes, allows, facilitates, aides, or abets any violation of this Article shall be subject to a civil offense.

(F) The failure of any designee to comply with this Article shall not relieve the owner of liability under this Article.

Sec. 8.9.6 Neighbor Notification Required.

(A) *Neighbor notification.* Prior to offering a vacation rental for rent for the first time, the owner or designee shall provide neighbor notification to each single-family residential property adjacent to the vacation rental property, directly across from the vacation rental property, and diagonally across the street or stairs of the vacation rental property. The neighbor notification shall be provided in writing in the form required by the City and shall include the following minimum information:

(1) The permit number issued by the City;

(2) The physical address of the vacation rental; and

(3) The name, physical address, email address, and twenty-four (24) hour telephone number of the emergency point of contact.

(B) *Additional neighbor notification required.* Any change to the information provided under Subsection A shall require additional neighbor notification by the owner or designee not later than five (5) days prior to each change. The additional notification shall be provided in the manner required by Subsection A.

(C) *Attestation.* Prior to offering a vacation rental for rent for the first time, the owner or designee shall provide to the City an attestation of compliance with the neighbor notification required by this Section 8.9.6.

(D) *Violations.* In addition to any other penalty pursuant to the City Code, a violation of this Section 8.9.6 shall be a civil offense.

Sec. 8.9.7 Advertisement Requirements.

(A) *Required Disclosure.* To protect the peace, health, safety, and general welfare of the City's residents and visitors, the owner or owner's designee shall be responsible for displaying the permit number issued by the City on each advertisement for such vacation rental.

(B) *Violations.* In addition to any other penalty pursuant to the City Code, a violation of this Section shall be a civil offense. Each advertisement in violation of this Section 8.9.7 shall constitute a separate violation.

Sec. 8.9.8 Posting on the Property Required.

(A) *Posting at the Vacation Rental.* The owner of the vacation rental must display the name, phone number, and email address of the owner or designee, and emergency point of contact in a conspicuous place within 3 feet of the primary entrance of the vacation rental.

(B) *Failure to Comply.* In addition to any other penalty pursuant to the City Code, a violation of this Section 8.9.8 shall be a civil offense. Each day a vacation rental does not display the information required by this Section 8.9.8 shall constitute a separate violation.

Sec. 8.9.9 Insurance Required.

(A) *Required insurance.* Prior to offering or renting a vacation rental for rent for the first time, liability insurance appropriate to cover the vacation rental in the aggregate of at least \$500,000 shall be provided by the owner or the online marketplace platform.

(B) *Proof of insurance.* Proof of the required liability insurance coverage shall be provided to the City no later than 10 days prior to offering or renting the vacation rental for rent for the first time.

(C) *Violation.* In addition to any other penalty pursuant to the City Code, a violation of this Section 8.9.9 shall be a civil offense. Each day a vacation rental lacks the insurance required by this Section 8.9.9 shall constitute a separate violation.

Sec. 8.9.10 Background Checks Required.

(A) No sex offender shall be permitted to rent or occupy the vacation rental. Owners who allow a sex offender at the vacation rental shall be found in violation of this Section 8.9.10.

(B) Within twenty-four (24) hours of every booking and before a guest's check-in, a sex offender background check on each booked guest shall be conducted by the owner or by the online lodging marketplace on which the vacation rental is advertised to ensure there are no sex offenders at the vacation rental. The owner shall demonstrate compliance with this requirement by retaining a full copy of each background check for a minimum of twelve (12) months after the booking date and providing the copy to the City upon a request by a police officer.

(C) In addition to any other penalty pursuant to the City Code, any person who violates this Section 8.9.10 shall be subject to a civil offense.

(D) The failure of an online lodging marketplace to conduct a background check shall not relieve the owner of liability under this Section 8.9.10.

Sec. 8.9.11 Safety Inspection and Equipment Required.

(A) To protect the health, safety, and general welfare of all vacation rental occupants, vacation rentals must meet the minimum standards for habitable structures set forth in City Code and the Zoning Ordinance and the following requirements:

(1) Initial Safety Inspection. Prior to use of a property as a vacation rental, the owner shall obtain an initial safety inspection from the City to ensure the structure meets the minimum requirements for fire, building, and those additional requirements provided for in this Article.

(2) Smoke and carbon monoxide (CO) detection and notification system. A working smoke alarm and carbon monoxide (CO) alarm system, which may require the installation and maintenance of several detection units, shall be present within the vacation rental and maintained annually as required under NFPA (National Fire Protection Association) 72. The owner shall keep and make available for inspection upon request by the City a record of all inspections and maintenance activities.

(3) Fire extinguisher. A portable, multi-purpose fire extinguisher shall be installed, inspected, and maintained as required under NFPA 10 in any kitchen area and on each floor of a vacation rental and within 20 feet of every outdoor fire feature, fire pit, patio heater, fireplace, or other areas with fire. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location of the fire extinguisher.

Sec. 8.9.12 Permit Suspensions.

(A) *Permit suspensions.* The City may initiate an administrative process to suspend a vacation rental permit for a period of up to twelve (12) months for any of the following:

(1) Three verified violations of this Article within a twelve (12) month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

(2) One verified violation that results in or constitutes any of the following:

(a) A felony offense committed at or in the vicinity of a vacation rental by the owner of the vacation rental or by the owner's designee;

(b) A serious physical injury or wrongful death at or related to a vacation rental resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or the owner's designee;

(c) The owner of the vacation rental or the owner's designee knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses, or prostitution, or operating or maintaining a sober living home; or

(d) The owner of the vacation rental or the owner's designee knowingly or intentionally allowing the use of a vacation rental for a special event that would otherwise require a permit or license pursuant to the City code or a state law or rule or for a retail, restaurant, banquet space or other similar use.

(B) *Appeals.* A decision to suspend a permit may be appealed by the owner as set forth in Section 8.9.14.

Sec. 8.9.13 Enhanced Penalties.

(A) The remedies in this Article are cumulative and the City may proceed under one or more such remedies.

(B) In addition to any other penalty pursuant to the City Code, and notwithstanding any other law, the City may impose a civil penalty of the following amounts against an owner if the owner causes, allows, facilitates, aides, or abets a verified violation of any provision of this Article or fails to perform any act or duty required by this Article, related to the same vacation rental property within the same twelve-month period:

(1) Up to \$500 or up to an amount equal to one night's rent for the vacation rental as advertised, whichever is greater, for the first violation.

(2) Up to \$1,000 or up to an amount equal to two nights' rent for the vacation rental as advertised, whichever is greater, for the second violation.

(3) Up to \$3,500 or up to an amount equal to three nights' rent for the vacation rental as advertised, whichever is greater, for a third and any subsequent violation.

If multiple violations arise out of the same response to an incident at a vacation rental, those violations are considered one violation for the purpose of assessing civil penalties.

(C) In addition to any other penalty pursuant to the Code, any property that operates as a vacation rental and fails to apply for vacation rental permit in accordance with this Article within thirty (30) days of the application process being made available by the City, must cease operations immediately. In addition to any fines imposed pursuant to this Section 8.9.13, the City may impose a civil penalty of up to one thousand dollars (\$1,000) per month against the owner if the owner or

owner's designee fails to apply within thirty (30) days of receiving written notice of the failure to comply with this Article.

Sec. 8.9.14 Appeals.

(A) Any person aggrieved by any decision with respect to the denial of or a refusal to issue a vacation rental permit, the suspension of a vacation rental permit, or a penalty imposed pursuant to this Article may appeal the decision by filing a written notice of appeal with the City Manager no later than thirty (30) days from the date of the decision letter. The notice of appeal shall be on a form approved by the City.

(B) An appeal under this Section 8.9.14 does not operate as a stay of the permit suspension.

(C) This Section 8.9.14 is not applicable to judicial actions brought pursuant to Section 8.9.15 or to penalties including fines imposed by a court.

Sec. 8.9.15 Judicial relief.

(A) Notwithstanding Section 8.9.12, any attempted or completed felony act, arising from the occupancy or use of a vacation rental that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a vacation rental for a period that shall not exceed twelve (12) months.

(B) The City attorney may initiate proceedings in the magistrate court or other court of competent jurisdiction to enforce this Section 8.9.15.

Sec. 8.9.16 Severability.

In the event any section or provision of this Article shall be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this Article as a whole or any part thereof other than the part so declared to be invalid or unconstitutional.