



**Sierra Vista City Council**  
Meeting Agenda  
January 23, 2020

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**Call to Order**

5:00 p.m., City Hall Council Chambers, 1011 N. Coronado Drive, Sierra Vista, Arizona

**Roll Call**

**Invocation** – Pastor Chuck Carlson, Sierra Vista Community Church

**Pledge of Allegiance**

**Item 1** Acceptance of the Agenda

**Awards and Presentations**

Presentation by the Commission on Disability Issues of the Sierra Vista Ability Award to Sierra Vista Community United Church of Christ

**City Manager's Report:** Upcoming Meetings, Bid Openings and Bid Awards

**Item 2 Consent Agenda**

**Item 2.1** Approval of the City Council Regular Meeting Minutes of January 9, 2020

**Item 2.2** Resolution 2020-003, Acceptance of Subdivider's Agreement and Improvement Security for Canada Vista subdivision

**Public Hearing**

**Item 3** Resolution 2020-004, an owner transfer of a Series 6 Liquor License for Christopher Ginter and Christine Alonso on behalf of PC's Lounge, 4700 E Highway 90, Sierra Vista, Arizona

**Item 4** Resolution 2020-005, Request to rename a portion of Sherbundy Street to Watkins Way

**Item 5** Resolution 2020-006, Development Code Amendments to Section 151.22.006, Matrix of Use Permissions by Zoning District (Permitting of private general education schools) and Declaring a 30-Day Public Comment Period

**New Business**

**Item 6** Ratification of Resolution 2019-100, Modifications to Refuse Rates

**Item 7** Ordinance 2020-001, Amendments to Chapter 52 Solid Waste Collection and Disposal, City Code of Ordinances, to allow private recycling collectors

For special needs and accommodations, please contact Jill Adams, City Clerk, 72 hours prior to the meeting or activity at (520) 458-3315 or through the Arizona Relay Service at 1-800-367-8939, or by simply dialing 7-1-1.

**Item 8** Resolution 2020-007, Approval of a Development Agreement with GL Mountain Vista LLC, Mountain Vista Mobile Home Park, 700 South Carmichael Avenue

**Call to the Public**

**Comments and Requests of the Council**

**Adjournment**

For special needs and accommodations, please contact Jill Adams, City Clerk, 72 hours prior to the meeting or activity at (520) 458-3315 or through the Arizona Relay Service at 1-800-367-8939, or by simply dialing 7-1-1.

Mayor Mueller called the January 9, 2020 City Council Regular Meeting to order at 5:00 p.m., City Hall Council Chambers, 1011 N. Coronado Drive, Sierra Vista, Arizona.

**Roll Call:**

Mayor Rick Mueller – present  
Mayor Pro Tem Rachel Gray – present  
Council Member William Benning – present  
Council Member Gwen Calhoun – present  
Council Member Sarah Pacheco – present (arrived 5:08 p.m.)  
Council Member Carolyn Umphrey - present  
Council Member Kristine Wolfe – absent

**Others Present:**

Chuck Potucek, City Manager  
Victoria Yarbrough, Assistant City Manager  
Adam Thrasher, Police Chief  
Brian Jones, Fire Chief  
Laura Wilson, Leisure and Library Services Director  
Sharon Flissar, Public Works Director  
Matt McLachlan, Community Development Director  
Jill Adams, City Clerk  
Nathan J. Williams, City Attorney  
Tony Boone, Economic Development Manager  
Abe Rubio – IT Manager  
Judy Hector, Marketing and Public Affairs Manager  
Adam Curtis, Public Information Officer  
Environmental Affairs Commissioners

Invocation - Reverend Greg Adolf, Saint Andrews Catholic Church, conducted the invocation.

Pledge of Allegiance – Council Member Benning led the Pledge of Allegiance.

**Item 1 Acceptance of the Agenda**

Council Member Umphrey moved that the Agenda for the Regular City Council Meeting of January 9, 2020 be approved as written. Mayor Pro Tem Gray seconded the motion. The motion passed by a unanimous vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Calhoun, and Umphrey.

**Awards and Presentations**

The 2019 Environmental Merit Award was presented to Ken Mete of the Immanuel Lutheran Church for environmental impact improvements in recognition of achievement in energy efficiency or conservation.

Mr. Phillips thanked Council and explained Mr. Mete's tireless efforts to improve the grounds and facilities at the Immanuel Lutheran Church, while reducing its impact on the environment. Mr. Faulkner, Chair, Environmental Affairs Commission stated that this is the third year that the Commission has put out this award, which was initially started by Dennis Ehrenberger. The first Environmental Merit Award recipient was Water Wise and the second was Bryant Sayers. Both Mr. Sayers and Mr. Mette are dedicated to their churches, which speaks to the impact local churches have on the community. Lastly, he voiced his appreciation to the churches' influence and what they're showing the community that will hopefully increase conservation and education.

City Manager's Report: Mr. Potucek announced that City Offices will be closed on Monday, January 20, 2020 in observance of Martin Luther King, Jr. Day. Therefore, refuse pickup for Monday will be on Tuesday and Tuesday's pickup will be on Wednesday with Thursday and Friday pickups being fine the way that they are.

Mr. Potucek announced that the next regularly scheduled City Council Work Session will be held at 3:00 p.m. in Council Chambers on January 21, 2020 and reported on the following:

- Security Gate Replacement Bid for the South Gate at Pete Castro Center and Police Station closes on January 16, 2020.
- Chip Seal Project Bid for street maintenance closed on January 8, 2020 resulting in the firm of VSS International as the low bidder in the amount of \$637,000. The repair of streets on the West Side and Country Club areas have been included (list of streets is available on the City's web site).

Mr. Potucek also reported on the SEACOM JPA Board Meeting, where dispatch recruiting is still the main topic, and announced that Mr. Eric Duffy is the Interim Town Manager for Huachuca City, replaced Mr. Matthew Williams, who will be greatly missed. This was also the new SEACOM Director's, Allen Smith, first meeting. A prime concern is the emergency medical dispatch software, which was awarded to Priority Dispatch and is almost complete pending signatures. This software will greatly improve/enhance services and it is hoped that grant funding can be acquired to fund most of it since it is about a quarter million dollars. Lastly, he reported that the Skateboard/Bike Shop Rental Bid was awarded to Shapeshifters Skateboards LLC.

Mayor Mueller asked if the road surface will be chip sealed, a small overcoating of tar. Ms. Flissar explained that it is a rock chip and it is put down with a binder material. The binder goes on the bottom and the City usually puts a binder over the top to help pull the rocks down and give it a nice black finish and it is not a complete repaving.

Mayor Mueller stated that there are people that are concerned about the streets in the Country Club area, which were built in the County and then annexed into the City. The County did not follow the substructure standards that the City has and in order to take the street all the way down, the City would have to do half of the streets that are being proposed and it would cost more. Resources are scarce and the City is trying to do the best that it can to cover as much area as possible. Lastly, he added that the streets in Country Club and on the north side of town are areas that have not had significant repairs/upgrades for quite a while.

Council Member Calhoun asked about a timeline. Ms. Flissar stated that the work starts in the spring. There are temperature considerations that need to be worked around at the same time and so the Department does not want to push it too far and potentially get into the monsoon

season. After the contract mobilizes, they usually go through the streets quickly and notice will be provided to residents before the work is started in their immediate area.

Council Member Pacheco asked if the information is published online so that people can look at the maps that were given to Council. Mr. Potucek stated that he just received the list and Council Members are the first to receive it, but this information along with the maps can be posted on the web site.

#### Item 2 Consent Agenda

Item 2.1 Approval of the City Council Regular Meeting Minutes of December 12, 2019

Item 2.2 Resolution 2020-001, Reappointment of James Howe to the Environmental Affairs Commission, said term to expire December 31, 2021

Council Member Calhoun moved that the Consent Agenda consisting of the Regular Meeting Minutes of December 12, 2019 and Resolution 2020-001, reappointment of James Howe to the Environmental Affairs Commission, said term to expire December 31, 2021, be approved. Council Member Pacheco seconded the motion. The motion passed by a unanimous vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Calhoun, Pacheco and Umphrey.

#### New Business

Item 3 Resolution 2020-002, Approval of Interagency Governmental Agreement with the Town of Huachuca City for Traffic Signal Repair and Maintenance

Council Member Pacheco moved that Resolution 2020-002, Interagency Governmental Agreement with the Town of Huachuca City for Traffic Signal Repair and Maintenance, be approved. Council Member Benning seconded the motion.

Ms. Yarbrough stated that Huachuca City has received funding from the Sierra Vista Metropolitan Planning Organization to install two emergency traffic signals, one in Huachuca City and the other in Whetstone so that the emergency vehicles can safely enter Highway 90. Huachuca City not having any other traffic signals does not employ any traffic signal technicians and have asked The City of Sierra Vista if they could be helped by contracting with them to provide maintenance to the signals when needed. Sierra Vista would bill Huachuca City at the technician's full salary plus burden rate and for the cost of the equipment that is used. Huachuca City will reimburse the City for any parts needed in the repair and maintenance of their traffic signals.

The motion passed by a unanimous vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Calhoun, Pacheco, and Umphrey.

#### Call to the Public

Adele Crouch requested Council to consider a workshop to discuss an additional homeless shelter in the City and suggested that it be located at the Salvation Army's empty building, which used to be their store.

Joan Murphy voiced her concern and opposition to the proposed refuse rate increase and the privatizing of recycling. She added that if the reason that rates are being increased is due to making more landfills, then the City is working against itself. She also added that she has

explained that he is a member of the Board for the Salvation Army. There have been discussions on an emergency cold shelter, however, the building where the Salvation Army had its store is a part of the Salvation Army, but not a part of the local group and therefore, they have no control over it. Options have been discussed and one is that the Salvation Army still owns the little building on the other side of where the store used to be located but it does not have adequate restroom facilities for people over night. They could potentially have it in the larger dining room as a warming station-type operation where the facility is a little better, but they are working through questions on how to man cots, health procedures and, etc. that might provide a temporary solution. He added that Captain Carlos Souza is the lead and hopefully there can be a place where people can shelter, a need that has been identified by the Salvation Army for the community.

Mayor Mueller voiced his appreciation towards all the comments received regarding recycling and noted that Council has looked at a lot of comments and made some changes in the way that the City operates. Lastly, he stated that he is looking forward to a great year in Sierra Vista, wished everyone a Happy New Year and announced the upcoming Martine Luther King, Jr. parade and festivities on January 20, 2020.

Adjournment

Mayor Mueller adjourned the January 9, 2020 meeting of the Sierra Vista City Council at 5:36 p.m.

\_\_\_\_\_  
Mayor Frederick W. Mueller

MINUTES PREPARED BY:

ATTEST:

\_\_\_\_\_  
Maria G. Marsh, Deputy Clerk

\_\_\_\_\_  
Jill Adams, City Clerk

personally seen receptacles that are filled to overflowing and noted that she and her neighbor compost and recycle. Lastly, she stated that climate change must be considered and asked Council how much input they received through the [sierravista.gov](http://sierravista.gov). The public needs to be retrained because landfills continue to fill at an alarming rate and will continue to cost more.

Janis Benson talked about recycling and suggested public education so that everyone can be a good steward of the earth, water and resources. She added that the people working at the Recycling Center are very helpful and believes that people are throwing their recyclables in the trash because it is no longer a curb side pickup.

#### Comments and Requests of the Council

Council Member Benning congratulated Mr. Ken Mete on being awarded the Environmental Merit Award and noted that it is always good to see people being good stewards of the community. He explained that he did not recycle until recently and now he is there every Saturday and believes that once people become more educated on what is happening to the earth, people are going to want to start recycling. He thanked Ms. Crouch for her comments and stated that the Council's Strategic Plan addresses homelessness. He congratulated and welcomed back Ms. Dow, and lastly, he shared that people complain a lot, do not complain, talk a lot, etc. in society, but he encourages people to go home and hug their children and let them know that they are loved and that they make you proud. Children should also do the same, they should tell their parents that they love them and not wait until it is too late to make sure to let them know that they are loved. In closing, he stated that he is glad to be back for the New Year and welcomed back Council and staff.

Council Member Umphrey offered condolences to Council Member Benning and voiced her pleasure at seeing Jim Bob back on the Environmental Affairs Commission, congratulated Ken Mete that shows what an impact one person can have when they choose to step up and take initiative. Lastly, she wished everyone a Happy New Year.

Council Member Pacheco thanked everyone in attendance and for the comments at the Call to the Public. She added that Council has had long conversations about recycling and refuse rates for about six months and have not taken decisions lightly. Council is grateful for all the ideas and comments because some of those have been implemented and brought into consideration. Lastly, she wished everyone a Happy new year.

Council Member Calhoun thanked Father Greg for a wonderful prayer to get everyone started off for the New Year and stated that it hit home for her, and she hopes that everyone can have this vision for 2020. She thanked Ken Mete and stated that Council does not always know about the good things that folks in the community are doing and she is particularly glad for this award to highlight the environmental things that are being done. Lastly, she stated that she would like for Council to have further discussion about the homeless shelter in conjunction with some of the churches or organizations in the community. She added that this is in the Council's Strategic Plan and she would like to see this issue moved forward.

Mayor Pro Tem Gray wished everyone a Happy New Year and stated that she enjoys Father Greg's invocations.

Mayor Mueller announced Law Enforcement and Appreciation Day and thanked Police Chief Thrasher, thanked Father Greg for his invocation, and encouraged people to go and listen to Father Greg. He voiced his appreciation at the comments regarding a homeless shelter and

January 23, 2020

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager  
Victoria Yarborough Assistant City Manager  
Matt McLachlan, AICP, Community Development Director

FROM: Jeff Pregler  
Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT  
RESOLUTION 2020-003  
Acceptance of Subdivider's Agreement and Improvement  
Security for Canada Vista Subdivision

**RECOMMENDATION:**

The City Manager recommends approval.  
The Assistant City Manager recommends approval.  
The Director of Community Development recommends approval.

**INITIATED BY:** SV Land Vista, LLC

**BACKGROUND:**

Per Development Code Articles, 151.08.002, and 151.19.006, *Improvement Security*, a developer is required to submit a Subdivider's Agreement and an Improvement Security Guaranty Agreement should public improvements (street pavement, sidewalk, sewer lines, etc.) be constructed in conjunction with the subdivision. The Subdivider's Agreement outlines the developer's public improvement responsibilities such as construction timelines and acknowledgment of an improvement security. The Improvement Security Guaranty Agreement is a monetary agreement which is an assurance that there is funding available should the City need to complete the improvements.

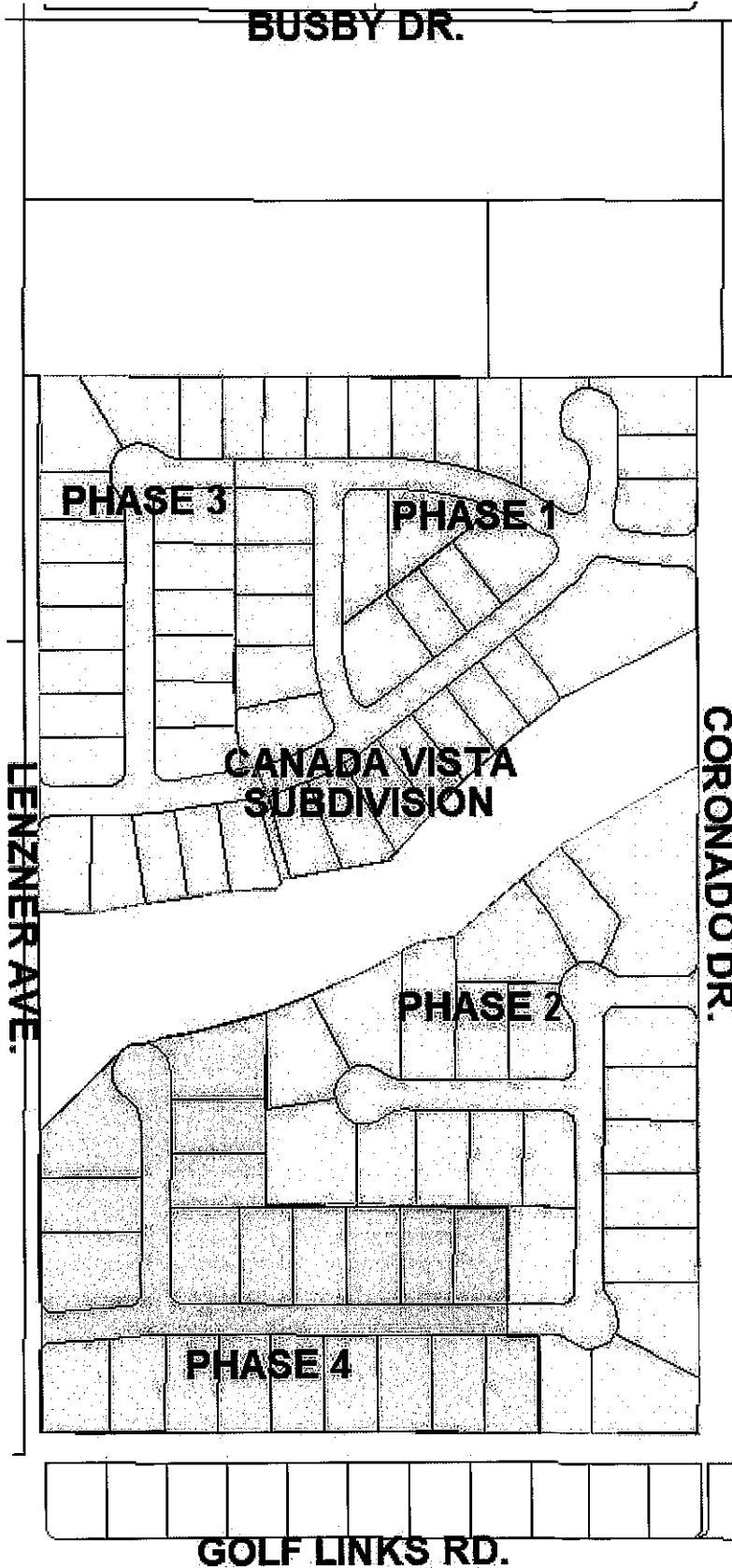
These documents are typically approved and accepted by the Mayor and City Council at the time of final plat approval. Once the subdivision plat is approved and the Subdivider's Agreement and Improvement Security are accepted, the developer has one year to complete the public improvements. However, in the case of the Canada Vista subdivision plat, the developer requested that the submittal of the Subdivider's Agreement and Improvement Security be deferred due to the lawsuit that was filed relating to the ADEQ water adequacy approval and subsequent court order stopping development of the subdivision. As a result, the City and the Developer signed a Letter Agreement stating that, the City agrees to allow the developer to defer submittal of the Subdivider's Agreement, Public Improvement Security, and an approved Engineer's Cost of Public Improvements until the issuance of the first right-of-way permit."



Now that the court case has been completed, the developer would now like to proceed with the development of the subdivision. As such, the developer has submitted the required Subdivider's Agreement and Improvement Security (Third Party Trust Agreement), to begin construction of the public improvements. The developer is currently grading the property, but no construction or public improvements have started. To reflect the conditions of the Letter Agreement, the developer will have one year from the issuance of the first right-of-way permit, to complete the public improvements.

The developer is proposing to construct the subdivision in four phases. The first phase will consist of the 29 lots. The public improvements serving these 29 lots will be constructed in the first phase. As such, the Subdivider's Agreement and the Improvement Security are only applicable to Phase 1 of the subdivision. Subsequent phases will require separate securities. The security amount of \$526,672.25 will cover the construction costs of the public improvements in Phase 1.

ATTACHMENT



RESOLUTION 2020-003

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY ACCEPTING THE SUBDIVIDER'S AGREEMENT AND IMPROVEMENT SECURITY FOR CANADA VISTA, PHASE 1, LOTS 1-29; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the Canada Vista final plat was approved by the Mayor and City Council on May 22, 2014; and

WHEREAS, a Subdivider's Agreement and Improvement Security are required to be submitted and approved with the Canada Vista final plat; and

WHEREAS, the City and the Developer agreed to defer the submittal of the Subdivider's Agreement and the Improvement Security until the issuance of the first right-of-way permit for the subdivision; and

WHEREAS, the developer is now proceeding with the development and submitting the Subdivider's Agreement and Improvement Security.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the submittal of the Subdivider's Agreement and Improvement Security are in compliance with Development Code Articles, 151.08.002, and 151.19.006.

SECTION 2

That the Subdivider's Agreement and Improvement Security for Phase 1 of Canada Vista, Lots 1-29, be and hereby are accepted.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 23RD DAY OF JANUARY 2020.

\_\_\_\_\_  
FREDERICK W. MUELLER  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JILL ADAMS  
City Clerk

\_\_\_\_\_  
NATHAN WILLIAMS  
City Attorney

PREPARED BY: Jeff Pregler,  
Senior Planner

**EXHIBIT A**

## SUBDIVIDER'S AGREEMENT

WITNESS THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of January 2020, by and between, SV Land Vista, LLC, an Arizona Limited Liability Company hereinafter referred to as Subdivider, and the City of Sierra Vista, hereinafter referred to as City.

### WITNESSETH:

WHEREAS, Subdivider intends to subdivide certain lands located in the City of Sierra Vista Section 2, Township 22 South, Range 20 East, of the Gila and Salt River Base and Meridian, Cochise County, State of Arizona, more particularly described and shown on that certain plat known as the Canada Vista, Lots 1-29, a copy of which is attached hereto, and by reference thereto, made a part hereof; and

WHEREAS, Subdivider has presented said subdivision plat to the City for approval which, upon approval thereof, shall be filed with the County Recorder; and

WHEREAS, Subdivider intends to proceed with the development of said lands upon approval and recordation of said plat by the City in accordance with Chapter 151 of the City Code of the City of Sierra Vista, and to comply with Section 151.19.006 thereof, Subdivider must provide security to assure performance; and

WHEREAS, Subdivider has provided security by either; (1) posting of a performance bond, (2) establishing a cash trust, said funds to be deposited with the City to the credit of the Subdivider, (3) depositing with the City a certificate of deposit issued by a banking institution authorized to issue same, (4) filing with the City an executed contract of guaranty between the City and a trust company, banking institution, or other financial institution authorized to enter into such contracts, or (5) a Third Party Trust Agreement; and

WHEREAS, the amount of said security shall be based on a cost estimate prepared by a registered professional civil engineer in an amount to cover the completed installation of the improvements; and

WHEREAS, the estimate has been submitted as required to the Director of Community Development of the City of Sierra Vista for approval as to the amount, prior to final plat approval by the City Council of the City of Sierra Vista.

NOW, THEREFORE, in consideration of the covenants and promises of the parties hereinafter set forth and other valuable considerations, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. This agreement, together with the security provided herewith in the form of a improvement security guaranty agreement, in accordance with Section 151.19.006 of the City Code, is acceptable to the Director of Community Development of the City of Sierra Vista in the amount of \$526,672.25. Security is attached hereto and therefore made a part thereof.

In general terms, the improvements contemplated include: Water and sewerage facilities, curb, gutters and sidewalks, street pavement, street lights, road signage, drainage facilities and utilities.

2. Subdivider has or will employ a contractor or contractors to construct said subdivision improvements, pursuant to the accompanying plat and the respective improvement plans and specifications of said Subdivision as submitted to the City, and as approved by the Director of Community Development of the City of Sierra Vista.
3. The Subdivider agrees to construct and complete all the subdivision improvements required of this development within one (1) year from the issuance of the first right-of-way permit for Phase 1 of the subdivision. Said completion date may be extended by the City at its discretion upon written request of the Subdivider if evidence of reasonable cause for delay is presented to the Director of Community Development.
4. Subdivider agrees that upon thirty (30) days written notice from the City of his failure to perform in accordance herewith, the City may take any action necessary under the terms of the security arrangement to assure completion of the improvements contemplated hereby.
5. The City agrees that it will accept for maintenance all subdivision improvements contemplated by this agreement and release the security, subject to the two-year guarantee, upon satisfactory completion of said improvements and approval thereof by the City, and upon the submittal of (1) as-built improvement plans, (2) two-year guarantee from the contractor(s) and subdivider, (3) an affidavit regarding settlement of claims, and (4) security in the amount of \$200 per lot to substantiate the validity of the two-year guarantee.

*CSH*

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

SUBDIVIDER:

BY: *Robert L. Workman*

TITLE: *Manager*

STATE OF ARIZONA       )  
  )  
COUNTY OF Cochise     )

This instrument was acknowledged before me this 14 day of November, 2019, by Robert L. Workman, manager SV Land Vista, LLC



*Francisca Milianta*  
Notary Public  
My commission expires: 7/8/20

CITY OF SIERRA VISTA  
*Mark McCall*  
Director of Community Development

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



**THIRD PARTY TRUST AGREEMENT**

This AGREEMENT made and entered into this 23rd day of January, 2020 between Pioneer Title Agency, Inc., an Arizona Corporation, as Trustee Under Trust No. 322067 (hereinafter referred to as TRUSTEE), and the City of Sierra Vista, Arizona, (hereinafter referred to as the CITY).

WITNESSETH:

WHEREAS, TRUSTEE is the owner of a certain parcel of property located; situated and lying in the City of Sierra Vista, Arizona; and

WHEREAS, the parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provisions of A.R.S. 9-463.01 and Chapter 151 of the Sierra Vista City Code.

NOW THEREFORE, in consideration of the CITY approving a final plat, it is understood and agreed that the following conditions are established for the property described herein:

I

PROPERTY DESCRIPTION

The property which is the subject matter of this Agreement is the Canada Vista Subdivision, Phase 1, Lots 1-29

*slg*

II

CONSTRUCTION OF IMPROVEMENTS

TRUSTEE will not transfer, enter contracts for sale of property, lease, or in any way convey, in whole or in part, any of the property described herein without obtaining the prior Assurances, except that the TRUSTEE may sell and convey all of the property described herein in one transaction to a single purchase, provided that such purchaser shall, prior to conveyance, have entered into an acceptable assurance agreement with the CITY or have provided other security acceptable to the City for completion of the required improvements.

The TRUSTEE may convey all or part of the property described herein to the subdivider or beneficiary(ies) of the trust solely for the purpose of encumbering the property by the recording of mortgages or deeds of trust, provided the property is thereafter immediately re-conveyed into the trust.

The CITY may provide the TRUSTEE with a Release of Assurances at any time prior to completion of the required improvements upon acceptance of substitute assurances or security in conformance with the Sierra Vista City Code.

The CITY, in its discretion, and upon receipt of a written request from the TRUSTEE, may issue a Partial Release of Assurances for a portion of the lots only upon a determination that all of the improvements required in connection with such lots have been completed and accepted for maintenance by the CITY; and provided further that such improvements can be used and maintained separately from the improvements required for the entire subdivision plat.

Before written approval in the form of a Release of Assurance shall be given by the CITY, the improvements required by Chapter 151 of the Sierra Vista City Code and set forth in the Plans and Specifications approved by the Department of Community Development and on file with the CITY shall first be installed in accordance with all applicable Sierra Vista City Codes and specifications and the same shall have been accepted for maintenance by the CITY after the filing of required lien waivers and guarantees.

III

#### ABANDONMENT AND REVERSION

TRUSTEE, after expiration of two (2) year(s) from the date hereof, shall petition the CITY to abandon the remaining portions of the subdivision for which written approval to transfer, lease or convey has not been received, so that the remaining portions of the subdivision shall revert to undeveloped property.

TRUSTEE, hereby designates the CITY as its agent to institute proceedings to abandon the remaining portions of the subdivision for which written approval to transfer, lease or convey has not been received, so that the remaining portions of the subdivision shall revert to undeveloped property.

TRUSTEE, hereby designates the CITY as its agent to institute proceedings to abandon the remaining portions of the subdivision for which TRUSTEE has failed to apply for abandonment as provided herein.

IN WITNESS WHERE OF the parties hereto have set their hands and seals on the date first above written.



Pioneer Title Agency, Inc.  
An Arizona Corporation, as Trustee under Trust  
No. 322067 only and not otherwise.

By: \_\_\_\_\_

STATE OF ARIZONA )  
                                  ) ss.  
COUNTY OF COCHISE )

Before me, Francisca Milianta Notary Public, in and for the County of Cochise, and the State of Arizona, on this day personally appeared Susan K. Tawney, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 14 day of November, 2019.

My Commission Expires: Francisca Milianta  
Notary Public



APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

THE CITY OF SIERRA VISTA

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

January 17, 2020

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager

FROM: Jill Adams, City Clerk

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT  
Resolution 2020-004, an owner transfer of a Series 6 Liquor License for Christopher Guinter and Christine Alonso on behalf of PC's Lounge, 4700 E Highway 90, Sierra Vista, Arizona

RECOMMENDATION:

The City Manager recommends approval of this license.  
The City Clerk recommends approval of this license.

INITIATED BY:

Mr. Christopher Matthew Guinter  
Christine Elaine Alonso  
PC's Lounge  
4700 E Highway 90  
Sierra Vista, AZ 85635

BACKGROUND:

The City received an application for an owner transfer of a Series 6 Liquor License for Christopher Guinter and Christine Alonso on behalf of PC's Lounge. The license is for the sale of spirituous liquor at 4700 E Highway 90, Sierra Vista, Arizona.

State law on liquor licenses requires the applicant to apply for a liquor license from the Arizona Department of Liquor License and Control. That department then sends a copy of the liquor license application to the municipality for their approval. A notice of public hearing must be posted on the premises for 20 days prior to the public hearing. A public hearing notice was posted and to date, no responses, either in favor or against, have been received. The Police Department has performed a background investigation and has given its approval for this license.

The Council's decision concerning this liquor license application will be forwarded to the State Department of Liquor Licenses and Control, who will then issue the liquor license if no objections were received. If objections were received, that department will conduct a hearing regarding the license.

BUDGET APPROPRIATION:

Not applicable.

RESOLUTION 2020-004

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY BY RECOMMENDING APPROVAL FOR AN OWNER TRANSFER OF A SERIES 6 LIQUOR LICENSE FOR CHRISTOPHER GUNTER AND CHRISTINE ALONSO ON BEHALF OF PC'S LOUNGE; TO THE STATE DEPARTMENT OF LIQUOR LICENSES AND CONTROL; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, an application for an owner transfer of a Series 6 Liquor License for Christopher Guintier and Christine Alonso on behalf of PC's Lounge; and

WHEREAS, Arizona Revised Statutes §4-112 requires local municipalities to grant approval or disapproval of all liquor licenses being applied for within their jurisdiction; and

WHEREAS, the application has been posted on the premises of the business for twenty (20) days as required by State law; and

WHEREAS, it is the settled policy of the City Council that liquor licenses be recommended for approval if no objections are raised.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

The City Council reaffirms its settled policy on liquor licenses within City limits.

SECTION 2

The City Council of the City of Sierra Vista recommends approval of the application for an owner transfer of a Series 6 Liquor License for Christopher Guintier and Christine Alonso on behalf of PC's Lounge, to the State Department of Liquor Licenses and Control.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents, are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 23<sup>RD</sup> DAY OF JANUARY, 2020.

\_\_\_\_\_  
Frederick W. Mueller  
Mayor

Approved as to Form:

Attest:

\_\_\_\_\_  
Nathan J. Williams  
Assistant City Attorney

\_\_\_\_\_  
Jill Adams  
City Clerk

Prepared By:  
Jill Adams, City Clerk

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 12/09/2019 @ 03:56:39 PM

Local Governing Body Report

**LICENSE**

Number: 06020011                      Type: 006 BAR  
Name: PC'S LOUNGE  
State: Pending  
Issue Date:                              Expiration Date: 06/30/2020  
Original Issue Date: 01/01/1933  
Location: 4700 E HWY 90  
             SIERRA VISTA, AZ 85635  
             USA  
Mailing Address: [REDACTED]  
                     SIERRA VISTA, AZ 85635  
                     USA  
Phone: [REDACTED]  
Alt. Phone:  
Email: CGUNITER@YAHOO.COM

Currently, this license has pending applications.

**AGENT**

Name: CHRISTOPHER MATTHEW GUNTER  
Gender: Male  
Correspondence Address: [REDACTED]  
                                 SIERRA VISTA, AZ 85635  
                                 USA  
Phone: [REDACTED]  
Alt. Phone:  
Email: [REDACTED]

**OWNER**

Name: TIGHT SPOT ENTERPRISES LLC  
Contact Name: CHRISTOPHER MATTHEW GUNTER  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: 23011109                      State of Incorporation: AZ  
Incorporation Date: 08/10/2019  
Correspondence Address: [REDACTED]  
                                 SIERRA VISTA, AZ 85635  
                                 USA  
Phone: [REDACTED]  
Alt. Phone:  
Email: [REDACTED]

**Officers / Stockholders**

Name:	Title:	% Interest:
-------	--------	-------------

CHRISTOPHER MATTHEW GUNTER  
CHRISTINE ELAINE ALONSO

MEMBER  
MEMBER

80.00  
20.00

### TIGHT SPOT ENTERPRISES LLC - MEMBER

Name: CHRISTOPHER MATTHEW GUNTER  
Gender: Male  
Correspondence Address: [REDACTED]  
SIERRA VISTA, AZ 85635  
USA

Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

### TIGHT SPOT ENTERPRISES LLC - MEMBER

Name: CHRISTINE ELAINE ALONSO  
Gender: Female  
Correspondence Address: [REDACTED]  
SIERRA VISTA, AZ 85635  
USA

Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

## APPLICATION INFORMATION

Application Number: 88461  
Application Type: Owner Transfer  
Created Date: 12/09/2019

## QUESTIONS & ANSWERS

006 Bar

- 1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?  
Yes  
A Document of type INTERIM PERMIT is required.
- 4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  
No
- 15) Please provide name, address, and Distance of nearest school.  
BEREAN ACADEMY 4699 E HWY 90 SIERRA VISTA, AZ 85635 347.04 FT
- 16) Please provide name, address, and distance of nearest church.  
FIRST CHRISTIAN CHURCH 55 KINGS WAY SIERRA VISTA, AZ 85635 329.77 FT



- 17) Are you a tenant? (A person who holds the lease of a property; a lessee)  
No
- 18) Is there a penalty if lease is not fulfilled?  
No
- 19) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)  
No
- 20) Are you the owner?  
No
- 21) Are you a purchaser?  
Yes  
A Document of type INCOMING CORRESPONDENCE is required.
- 22) Are you a management company?  
No
- 23) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
JERALD REUTEBUCH 4700 E HWY 90 SIERRA VISTA, AZ 85635 \$350,000.00
- 24) Is there a drive through window on the premises?  
No
- 25) Have you provided a diagram of your premises?  
Yes
- 26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
CONTIGUOUS
- 27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 34) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)  
\$30,000.00

IP

State of Arizona  
Department of Liquor Licenses and Control

Created 12/09/2019 @ 03:57:32 PM

Local Governing Body Report

LICENSE

Number: INP020009312 Type: INP INTERIM PERMIT  
Name: PC'S LOUNGE  
State: Active  
Issue Date: 12/09/2019 Expiration Date: 03/23/2020  
Original Issue Date: 12/09/2019  
Location: 4700 E HWY 90  
SIERRA VISTA, AZ 85635  
USA  
Mailing Address: [REDACTED]  
SIERRA VISTA, AZ 85635  
USA  
Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

AGENT

Name: CHRISTOPHER MATTHEW GUINTER  
Gender: Male  
Correspondence Address: [REDACTED]  
SIERRA VISTA, AZ 85635  
USA  
Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

OWNER

Name: TIGHT SPOT ENTERPRISES LLC  
Contact Name: CHRISTOPHER MATTHEW GUINTER  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: 23011109 State of Incorporation: AZ  
Incorporation Date: 08/10/2019  
Correspondence Address: [REDACTED]  
SIERRA VISTA, AZ 85635  
USA  
Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

Officers / Stockholders

Name: Title: % Interest:

CHRISTOPHER MATTHEW GUINTER  
CHRISTINE ELAINE ALONSO

MEMBER  
MEMBER

80.00  
20.00

**TIGHT SPOT ENTERPRISES LLC - MEMBER**

Name: CHRISTOPHER MATTHEW GUINTER  
Gender: Male  
Correspondence Address: [REDACTED]  
SIERRA VISTA, AZ 85635  
USA  
Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

**TIGHT SPOT ENTERPRISES LLC - MEMBER**

Name: CHRISTINE ELAINE ALONSO  
Gender: Female  
Correspondence Address: [REDACTED]  
SIERRA VISTA, AZ 85635  
USA  
Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

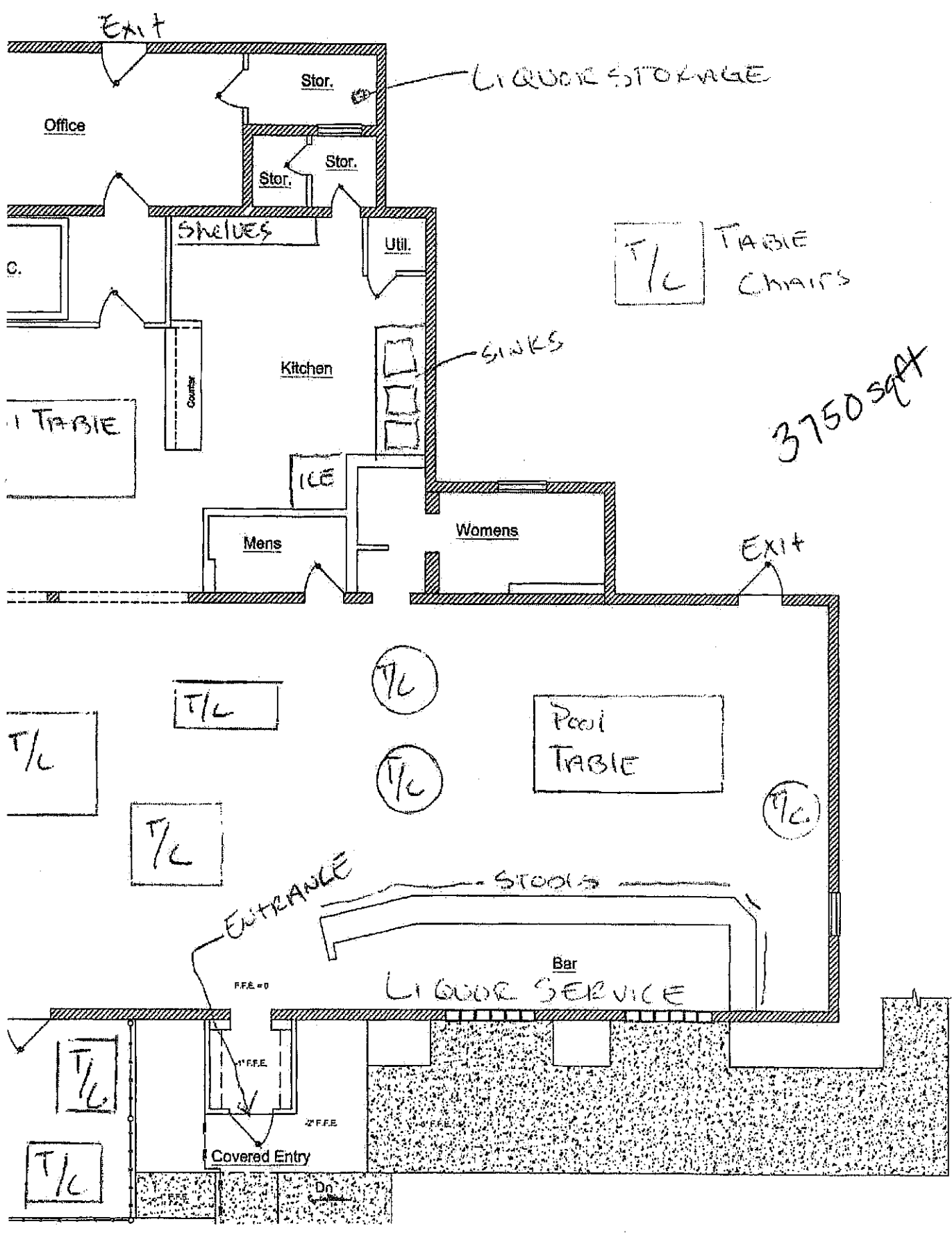
**APPLICATION INFORMATION**

Application Number: 88463  
Application Type: New Application  
Created Date: 12/09/2019

**QUESTIONS & ANSWERS**

**INP Interim Permit**

- 1) Enter License Number currently at location  
06020011
- 2) Is the license currently in use?  
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?  
Yes  
A Document of type INTERIM NOTARY PAGE is required.





19 DEC 9 10AM LIC RM 317

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

804,818

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06020011/88461

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager. Controlling Person and Agent are checked.

2. Name: Ginter Christopher, Matthew Birth Date: [redacted]

3. Social Security #: [redacted] Driver License #: [redacted] State: AZ

4. Place of birth: Sierra Vista Arizona USA Height: 6'-3" Weight: 185 Eyes: blue Hair: blond

5. Name of current/most recent spouse: N/A Birth Date: [redacted]

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: [redacted]

7. Daytime telephone number: 520-940-0563 E-mail address: Chrisginter@gmail.com

8. Business Name: Tight Spot Enterprises PC's Lounge Business Phone: 520,940,0563

9. Business Location Address: 4700 E HWY 90 Sierra Vista, AZ, Cochise, 85635

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Row 1: 05/97, CURRENT, Construction Coordinator, Sierra Land Surveying & Development Services 5901 S Belvedere Ave Tucson AZ 85706

(ATTACH ADDITIONAL SHEET IF NECESSARY)

1. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/2004	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.  
 Give complete details including dates, agencies involved and dispositions.  
 CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

I (Print Full Name) Christopher Guinter hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

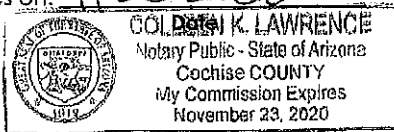
Signature: \_\_\_\_\_

*[Handwritten Signature]*

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this

My Commission Expires on: 11-23-2020



25<sup>th</sup> Day of November 2019

*[Handwritten Signature]*  
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Christopher Guinter

SIGNATURE: \_\_\_\_\_



19 DEC 9 11:47 AM 3 18

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

ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

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

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I - APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Christopher Guinter (with handwritten 'Matthew' above Guinter)

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? [X] Yes [ ] No

If Yes, indicate place of birth:
City: Sierra Vista State (or equivalent): AZ Country or Territory: USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.
2) Name of document: AZ Driver License
Go to Section IV.

If you answered No, you must complete Section III and IV.

**SECTION III – ALIEN STATUS DECLARATION**

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

N/A

Name of document provided

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

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

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

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

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

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

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

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

**Otherwise Lawfully Present**

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**



**SECTION IV - DECLARATION**

**All applicants must complete this section.**

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

<sup>Matthew</sup>  
**Christopher Ginter**

Individual Owner/Agent Printed Name

  
Individual Owner/Agent Signature

11-9-2019

Today's Date


**EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS**

**You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

**ILLINOIS DRIVER LICENSE USA**



*CGT*

CLASS: D  
 ENDORS: M  
 RESTRICTIONS: NONE

**GUNDER  
 CHRISTOPHER MATTHEW**

SEX: M    HAIR: BRN    EYES: BLU  
 BIRTH: 01/25/2039    ISS: 12/23/2014  
 LICENSE NO: 1984R0011    SEX: M    HAIR: BRN    EYES: BLU

**ILLINOIS DRIVER LICENSE USA**

CLASS: D, Operator  
 ENDORSEMENTS: M, Motorcycle  
 RESTRICTIONS: None

**GUNDER  
 CHRISTOPHER MATTHEW**

SEX: M    HAIR: BRN    EYES: BLU  
 BIRTH: 01/25/2039    ISS: 12/23/2014  
 LICENSE NO: 1984R0011    SEX: M    HAIR: BRN    EYES: BLU

Rev. 02/11/2018  
 Your driver's license  
 expires on the date  
 within 10 days

Certificate # ONLINE (D)



Certificate of Completion  
For  
Title 4 **BASIC** Liquor Law Training

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

**Christopher Guinter**

Full Name (please print)

*Christopher Guinter*  
Signature

October 13, 2019

Training Completion Date

October 13, 2022

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**AATF – All-Star Alcohol Awareness**

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

**Jared Repinski**

Instructor Name (please print)

I, Jared Repinski, certify that the above named individual did successfully complete

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Jared Repinski*  
Instructor Signature

13 / 10 / 2019

Day / Mo / Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

REC'D BY: [illegible]

Certificate # ON-LINE (D)

Certificate of Completion  
For  
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

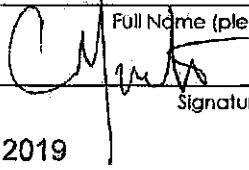
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

**Christopher Guinter**

Full Name (please print)



Signature

October 13, 2019

Training Completion Date

October 13, 2022

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**AATF – All-Star Alcohol Awareness**

Company Name

P.O. Box 6252, Chandler, Arizona 85246

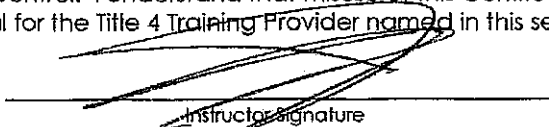
Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete  
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).



Instructor Signature

13 / 10 / 2019  
Day Mo Year

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2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
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Restaurant (series 12)

Government (series 5)  
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In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

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The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

RECEIVED BY THE DEPARTMENT OF LIQUOR



19 DEC 9 11:41 AM '18

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

804,818

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06020011/88461

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager. Controlling Person is checked.

2. Name: Alonso, Christine Elaine Birth Date: [redacted]

Last First Middle (NOT a public record)

3. Social Security #: [redacted] Driver License #: [redacted] State: AZ

4. Place of birth: Gulfport, MS USA Height: 5'6 Weight: 150 Eyes: bro Hair: bro

5. Name of current/most recent spouse: n/a Birth Date: [redacted]

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: [redacted]

7. Daytime telephone number: 520-668-4657 E-mail address: cea222@aol.com

8. Business Name: Tight Spot Enterprises, LLC Pe's Lounge Business Phone: 520-668-4657

9. Business Location Address: 4700 E HWY 90, Sierra Vista, AZ, Cochise County 85635

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include employment as Accountant at Truly Nolen of America, AZ Oncology Associates, and The Temp Connection.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2018	CURRENT	265 Cochise Ct, Sierra Vista, AZ 85635
11/2014	03/2018	9112 E Esperanza Dr, Tucson, AZ 85715

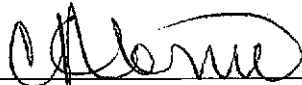
(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, then answer #13 below. If NO, skip to #14.  Yes  No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years?  Yes  No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?  Yes  No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210  Yes  No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?  Yes  No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D)  Yes  No


**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.  
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

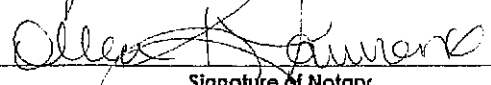
I (Print Full Name) Christine Alonso hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

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

My Commission Expires on: 11-23-2020 Date 25<sup>th</sup> Day of November, 2019 Day Month Year



**COLLEEN K. LAWRENCE**  
Notary Public - State of Arizona  
Cochise COUNTY  
My Commission Expires

  
Signature of Notary

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Christine Alonso SIGNATURE: \_\_\_\_\_

[Download](#) [Print](#)

Certificate # ON-LINE (right click the download button, then "save as" to name & choose download location)

Certificate of Completion  
For  
Title 4 **BASIC** Liquor Law Training

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

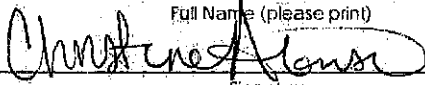
A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

**Christine Alonso**

Full Name (please print)  
  
 Signature

10/13/2019 Training Completion Date      10/13/2022 Certificate Expiration Date  
 (three years from completion date)

Training Provider Information

**AATF – All-Star Alcohol Awareness**

Company Name

**P.O. Box 6252, Chandler, Arizona 85246**

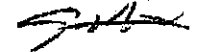
Mailing Address

**(480) 664-0389**

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete  
 Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

  
 Instructor Signature      13 / 10 / 2019  
 Day      Mo      Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
 2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- |                                  |                                  |                          |                                      |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5)            | Bar (series 6)           | Beer & Wine Bar (series 7)           |
| Conveyance (series 8)            | Liquor Store (series 9)          | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12)           | In-state Farm Winery (series 13) |                          | Beer & Wine Store (series 10)        |

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

10 DEC 9 09:54 AM '19



Certificate # ON-LINE (right click the download button, then "save as" to name & choose download location)

Certificate of Completion  
For  
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.  
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.  
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

**Christine Alonso**

Full Name (please print)

*Christine Alonso*

Signature

10/13/2019

10/13/2022

Training Completion Date

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**AATF - All-Star Alcohol Awareness**

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete

Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Jared Repinski*

Instructor Signature

13 / 10 / 2019

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- |                                  |                                  |                          |                                      |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5)            | Bar (series 6)           | Beer & Wine Bar (series 7)           |
| Conveyance (series 8)            | Liquor Store (series 9)          | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12)           | In-state Farm Winery (series 13) |                          | Beer & Wine Store (series 10)        |

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The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor

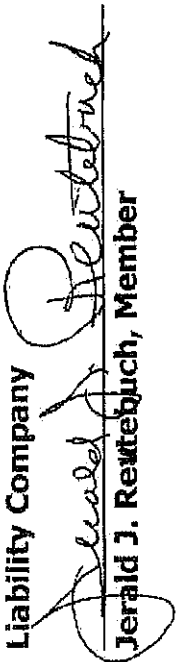
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Tables, Chairs, Pool Tables, Beverage Coolers, Ice Machine, TV's, Misc Furniture and Equipment  
Class VI Liquor License, Business Books & Records, Operating Process, Goodwill totaling \$50,000.00

For valuable consideration, receipt of which is acknowledged by Seller, Seller sells and conveys to Buyer the Property Sold, to have and to hold the Property Sold to Buyer and the heirs, executors, administrators and assigns of Buyer forever, and Seller and the heirs, executors, administrators and assigns of Seller warrant to defend the sale of Property Sold unto Buyer and the heirs, executors, administrators and assigns of Buyer, against all and every person whomsoever lawfully claiming or to claim the same.

**P.C's Lounge, LLC, An Arizona Limited Liability Company**

  
**Jerald J. Revtebuch, Member**

State of Arizona }  
                          } ss.  
County of Cochise }

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of November, 2019, by Jerald J Revtebuch, Member of P.C's Lounge, LLC.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

**PURCHASE AND SALE AGREEMENT**

Dated Nov 25, 2019

By and Among

P.C.'s Lounge, LLC  
Jerald J. Reutebuch, Member  
(as Seller)

And

Tight Spot Enterprises, LLC  
By Christopher Guinter, Member  
Christine Alonso, Member  
(as Buyer)

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "**Agreement**") is made as of this 25<sup>th</sup> day of November, 2019, by and among Tight Spot Enterprises, LLC ("**Buyer**") and P.C.Lounge, LLC ("**Sellers**").

### RECITALS:

A. Seller, P.C.'s Lounge, L.L.C., an Arizona limited liability company doing business in Sierra Vista, Arizona, the owner of P.C.'s Lounge (the "**Business**") located at 4700 E Hwy 90 Sierra Vista, AZ 85635. Jerald J. Reutebuch possesses 100.00% of the outstanding membership interest of P.C.'s Lounge, L.L.C.

B. Seller wishes to sell to Buyer all of P.C.'s Lounge, including all of the assets of "PC's Lounge, LLC," client list, mailing list, stock in trade, good-will, merchandise, furniture, fixtures, equipment, forms, and Sellers' rights under or to all contracts in connection with such business, free and clear of any and all liabilities, debts, mortgages, security; interests or other liens or encumbrances, except as herein stated, all more specifically set forth in **Schedule "A"** attached hereto and made a part hereof.

C. Buyer is willing to purchase the Assets from Seller on the terms and conditions of this Agreement.

### COVENANTS:

In consideration of the recitals and mutual covenants contained herein, the parties agree:

1. Purchase and Sale of the Assets and Inventory. Subject to the terms and conditions specified in this Agreement, at the closing of the transactions contemplated by this Agreement on the Closing Date, Seller shall sell the Assets to Buyer and Buyer shall purchase the Assets from Seller. All of the Assets shall be transferred to Buyer free and clear of any and all claims, liens, encumbrances, pledges, security interests, co-ownership interests, options or agreements to purchase or sell, and free and clear of any liabilities and obligations of Seller, known or unknown, fixed, contingent or otherwise. As of the Closing Date, Seller will cease the operation of the Business, which will thereafter be conducted by Buyer.

2. Purchase: Property at 4700 E Hwy. 90, Class 6 liquor license, pool tables, tables, chairs, ice machine, dart boards, walk in cooler, misc. bar accessories

3. Purchase Price: The total consideration for the membership interests contained in this Agreement shall be Four Hundred Thousand Dollars and 00/100 Dollars (\$400,000.00). Purchase Price will be paid in the following manner:

3.1. Deposit: Buyer will pay Seller Fifty Thousand (\$50,000.00) at close of escrow.

3.2. Seller/Owner Carry: Seller will carry Three Hundred & Fifty Thousand (\$350,000) at a 5% interest for 15 years, with an early payoff option in 7 years.

2857.00

3.3. Payments: 180 monthly payments at \$2770.00 for 15-year, early payoff option after year 7. Interest will be adjusted to reflect early payoff balance. Reference Exhibit 3.

4. Closing Date. The Closing Date shall be November 25, 2019. The Closing Date may be continued to a later date by agreement of both parties. Unless other arrangements are agreed upon by both parties, seller's personal items will be removed from property and structures will be vacated no later than December 31, 2019.

5. Representations and Warranties of Seller. To induce Buyer to enter into this Agreement and to close the transactions contemplated herein, Seller represents and warrants to Buyer as follows (unless otherwise stated in the following representations and warranties, all such representations and warranties are and shall be true and correct as of the date hereof and as of the Closing Date).

5.1. Organization. The Business is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona and has and will have on the Closing Date all requisite power and authority to own, lease and operate its properties and to carry on its business and will be duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary, or if not so duly qualified, its failure to be so qualified will not have a material adverse effect on its business, operations or financial condition.

5.2. Authority; Consents and Approvals; No Violation. Seller has the full power and authority to execute and deliver this Agreement and to sell the Assets pursuant to this Agreement, and to consummate the transactions contemplated hereunder. This Agreement has been validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller. No permit, authorization, consent or approval of or declaration or filing with any public body, agency, court or authority is necessary for the lawful, proper and valid consummation by Seller of the transactions contemplated hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder by Seller do not and will not violate any statute, rule or regulation, any order or decree of any public body or authority, applicable to Seller or its assets, or conflict with, result in a breach or constitute (with or without due notice or lapse of time) a default under any agreement, plan of reorganization or other instrument to which Seller is a party or by which it is bound.

5.3. Ownership of Assets. Seller has good and marketable title to the Business, and by extension, all of the Assets, and all of the Assets are owned or held free and clear of all title defects or objections, mortgages, claims, liens, pledges, charges, security interests, co-ownership interests, options to purchase or other encumbrances of any kind or character, except liens for current taxes, assessments and governmental charges not yet due and payable.

5.4. Financial Statements. Seller shall furnish to Buyer financial statements of the Business (the financial statements referred to in this Section being hereafter sometimes collectively called the "**Seller Financial Statements**"). The Seller Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied, except as noted in notes to the Seller Financial Statements, are true and correct, and do not omit any item or matter which omission causes any portion of the Seller Financial Statements to be materially misleading.

5.5. Absence of Undisclosed Liabilities. Seller has no liability of any nature, fixed or contingent, not reflected in the Seller Financial Statements and notes thereto, except for liabilities

for ordinary operating expenses incurred in the ordinary course of business since the date of the Seller Financial Statements and other liabilities which individually and in the aggregate are not material in amount or nature. Since the date of the Seller Financial Statements, Seller has continued to pay its expenses on a basis consistent with its prior practice.

5.6. Changes Since Seller Financial Statement. Since the date of the Seller Financial Statements, there has not been any material or adverse change in the financial condition, results of operations, business, business organization or personnel of the Business, or in its relationships with suppliers, customers, advertisers, or others, other than changes occurring in the ordinary course of its business, which, both individually and in the aggregate, have not been materially adverse.

5.7. Infringement. To the best knowledge of Seller, Seller has not infringed, and is not infringing on any trade name, trademark, service mark, patent, copyright or other proprietary right belonging to any other person, firm or corporation.

5.8. No Untrue Statement. No representation or warranty by Seller in this Agreement or any instrument, certificate, exhibit, schedule or list attached hereto or furnished or to be furnished to Buyer pursuant to the terms of this Agreement, contains or will contain to the best knowledge of Seller any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. In the event any such representation or warranty is discovered at any time, before or after the Closing, to contain any material misstatement or omission, Seller shall advise Buyer in writing immediately of such misstatement or omission. Unless Buyer is advised of such misstatement or omission in writing prior to Closing, Seller shall not be relieved of any liability which may arise under this Agreement for breach of any representation or warranty. Seller acknowledges that Buyer is entering into this Agreement in reliance upon its representations, warranties and covenants made in this Agreement. All representations, warranties and covenants of the Seller contained herein shall survive the Closing and the sale of the Assets to Buyer.

6. Representations and Warranties of Buyer. To induce Seller to enter into this Agreement and to close the transactions contemplated herein, Buyer represents and warrants to, and covenants with, Seller as follows (unless otherwise stated in the following representations and warranties, all such representations and warranties are and shall be true and correct as of the date hereof and as of the Closing Date).

6.1. Authority; Consents and Approvals; No Violation. Buyer has and will have on the Closing Date the full power and authority to execute and deliver this Agreement and to perform its obligations and consummate the transactions contemplated hereunder. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer except to the extent that the binding nature thereof may be subject to the limitations which might result from bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights now or thereafter in effect, and except for the limitations on the remedy of specific performance and other forms of equitable relief. No permit, authorization, consent or approval of or declaration or filing with any public body, agency, court or authority is necessary for the lawful, proper and valid consummation by Buyer of the transactions contemplated hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder do not and will not violate any statute, rule or regulation, any order or decree of any public body or authority by which Buyer is or on the Closing Date will be bound or conflict with, result in a breach of or constitute (with or without due notice or lapse of time) a default under any license, franchise, permit, indenture, agreement or

other instrument to which Buyer is or will be a party, or by which they or any of their properties is or will be bound.

7. Conduct of the Parties Prior to and after Closing.

7.1. Good Faith Obligations. Buyer and Seller each agree to proceed diligently and in good faith to consummate the transactions contemplated by this Agreement, and otherwise to cause the Closing to occur, and they will use all reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable to consummate the transactions contemplated by this Agreement; provided, however, that neither Seller nor Buyer shall be obligated to waive any conditions to their obligation to close set forth in this Agreement.

7.2. Conduct of Business. Buyer will conduct the Business prior to Closing in the same manner as it is now presently conducted. Seller will permit Buyer and its agents (including counsel, accountants, lenders and consultants) at all reasonable times prior to Closing reasonable access to the Business's books, records, facilities and key personnel to enable Buyer to continue its due diligence review of the Assets and the Business and their condition, operation and affairs. Except as Seller may be obligated pursuant to existing commitments or agreements and without limiting Seller's right to conduct its business in a reasonable and prudent manner: (i) Seller will conduct its business which relates to the Business only in the ordinary course of business, consistent with past custom and practice; (ii) Seller will use its best efforts to maintain its business and employees, customers, assets, and operations; (iii) Seller will pay its obligations in the ordinary course of its business, and will collect its accounts receivable only in the ordinary course of business, in each case consistent with past practice; and (iv) Seller will not enter into any contract or engage in any transaction outside of the ordinary course of business if such contract or transaction will have a material effect on the Assets or Seller's business related thereto.

7.3. Confidentiality. Prior to the Closing, Seller and Buyer shall keep confidential the existence and terms of this Agreement and the transactions contemplated herein. Buyer and Seller may disclose such information to their attorneys, accountants, owners, investors and prospective investors, lenders, officers and such employees as may need to know about the transactions to carry out their duties, but only if such persons are under a similar obligation of confidentiality.

7.4. Closing. At the Closing, each party shall deliver to the other party the cash and documents at set forth in this Agreement. Seller shall deliver to Buyer a Bill of Sale and Assignment for the Assets in the form attached as **Exhibit B.**

7.5. Payment of Obligations of Seller. Buyer does not assume any obligations of Seller as a result of the transaction contemplated herein. Seller agrees to promptly pay and discharge all obligations relating to the Business which will have arisen prior to the Closing Date, and will fulfill all obligations to customers who have placed orders with Seller prior to the Closing Date. Seller will hold harmless Buyer for any obligation with respect thereto.

7.6. Due Diligence. Buyer may terminate this Agreement and the purchase of the Assets at any time before the Closing Date if Buyer, in its sole discretion, determines that the Assets are not suitable for Buyer's purchase. The Closing of this Agreement and completion of the sale of the Assets to Buyer shall not affect the validity of the representations and warranties of Seller, which shall remain in full force and effect.

8. Conditions Precedent of Seller to Close. The obligations of Seller to close and consummate the transactions contemplated hereunder shall be subject to the fulfillment at or prior to the Closing of each of the following conditions:

8.1. Accuracy of Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing, with the same force and effect as though made at and as of the Closing, except for changes expressly contemplated or permitted by this Agreement.

8.2. Compliance with Obligations. Buyer shall have performed and complied in all material respects with all the covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing and Seller shall have received all of the instruments and other documents required to be executed or delivered by Buyer to Seller at or prior to the Closing.

8.3. Absence of Actions or Proceedings. There shall be no actual or threatened action or proceeding by or before any court, governmental body or arbitration tribunal which shall seek to restrain, prohibit or invalidate any of the transactions contemplated hereunder which in the judgment of Seller made in good faith and based upon advice of its counsel, makes it inadvisable to proceed with the transactions contemplated by this Agreement.

8.4. Consents and Approvals: Items Satisfactory to Other Parties. All consents or approvals of any third party which in the reasonable judgment of Seller are necessary to consummate the transactions contemplated hereunder, or to proceed with the Closing, shall have been received and be reasonably satisfactory to Seller.

9. Conditions Precedent of Buyer to Close. The obligations of Buyer to close and consummate the transactions contemplated hereunder shall be subject to the fulfillment at or prior to the Closing of each of the following conditions:

9.1. Accuracy of Representations and Warranties. All representations and warranties of Seller contained herein shall be true and correct in all material respects as of the Closing, with the same force and effect as though made at and as of the Closing, except for changes expressly contemplated or permitted by this Agreement.

9.2. Compliance with Obligations. Seller shall have performed and complied in all material respects with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing, and Buyer shall have received all of the agreements, instruments and other documents required to be executed or delivered to it prior to the Closing.

9.3. Absence of Actions or Proceedings. There shall be no actual or threatened action or proceeding by or before any court, governmental body or arbitration tribunal which shall seek to restrain, prohibit or invalidate any of the transactions contemplated hereunder which in the judgment of Buyer made in good faith and based upon advice of its counsel, makes it inadvisable to proceed with the transactions contemplated by this Agreement.

10. Default and Remedies. In addition to all remedies granted to the parties in this Agreement, the parties shall have the following rights and remedies.

10.1. Indemnification.

10.1.1. Indemnity by Seller. Seller shall indemnify, defend and hold harmless Buyer, its employees and agents, against and in respect of any and all liabilities including interest, penalties and reasonable attorneys' fees, that Buyer shall incur or suffer, which arise or result from, or relate to (i) any breach by Seller of any of their representations or warranties contained in the Agreement, or the failure of Seller to perform any covenant or agreement contained in the Agreement, or in any exhibit or other instrument furnished or to be furnished by Seller under the Agreement, and (ii) any and all claims of whatever nature, asserted (with or without the commencement of legal action) against Buyer with respect to the operation of the Business prior to the Closing Date.

10.1.2. Indemnity by Buyer. Buyer shall indemnify, defend and hold harmless Seller, its employees and agents, against and in respect of any and all Liabilities, including interest, penalties and reasonable attorneys' fees, that Seller, their employees or agents shall incur or suffer, which arise or result from, or relate to (i) any breach by Buyer of any of its representations and warranties contained in the Agreement or in any schedule, certificate, exhibit or other instrument furnished or to be furnished by them under the Agreement or the failure of the Buyer to perform any covenant or agreement contained in the Agreement, or (ii) any and all claims, of whatever nature, asserted (with or without the commencement of legal action) against Seller, their employees or agents, with respect to the operations of the Business on or after the Closing Date.

10.2. Cancellation. If any of the conditions precedent set forth in Sections 7 and 8 of this Agreement is not satisfied or waived by the party for whose benefit the conditions were imposed, that party may cancel this Agreement by notice to the other party. If the Buyer fails to fulfill its obligations herein, all payments made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and that Seller shall have the right, but not the obligation, to declare the Buyer's interest in the Company forfeited and to remove Buyer as a Member of the Company. Buyer may cancel this Agreement at any time prior to Closing if Buyer determines, in its sole discretion, that purchase of the Assets is not feasible as a result of its examination of the Business and Assets. Upon such cancellation, the obligations to purchase and sell the Assets and Inventory shall terminate and neither party shall have any further liability to the other party.

## 11. Other Provisions.

11.1. Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall survive the Closing.

11.2. Expenses. Each party shall bear its own costs and expenses, including attorneys' and accountants' fees, in connection with the negotiation, due diligence investigation, documentation and consummation of the sale and purchase of the Assets and the other transactions contemplated by this Agreement, except that the parties will share equally the cost of preparation of the documentation for the transaction, including this Agreement.

11.3. Additional Acts. In addition to the obligations required to be performed by the parties hereto under the other provisions of this Agreement, the parties agree to perform, without further consideration, such other acts and to execute, acknowledge and deliver such other instruments and documents, subsequent to the Closing, as may be reasonably required to carry out the provisions and purposes of this Agreement.



11.4. Extension; Waiver. The parties hereto may extend the time for, or waive the performance of, any of the obligations of any parties hereto, waive any inaccuracies in the representations or warranties of any parties hereto, or waive compliance by any parties hereto with any of the covenants or conditions contained in this Agreement. However, any such extension or waiver shall be in writing and signed by all of the parties hereto. No such waiver shall operate or be construed as a waiver of any subsequent act or omission of any party hereto.

11.5. Notices. Any notice to a party pursuant to this Agreement shall be given by one of the following means: (a) certified or registered United States mail, postage prepaid, (b) private courier or express service requesting evidence of receipt as a part of its service, or (c) by telecopy, with a copy also to be given by first class United States mail, postage prepaid, or by any means permitted under subparagraphs (a) or (b) of this section. Notices shall be given to the parties at the following addresses:

If to Buyer:

Tight Spot Enterprises, LLC  
265 Cochise Court  
Sierra Vista, Arizona 85635  
Attention: Christopher Guinter

If to Seller:

P.C.'s Lounge, LLC  
Attention: Jerald Revtebuch  
4700 E Hwy 90  
Sierra Vista, AZ 85635

Attention:

11.6. Binding Effect. Upon execution hereof by all parties hereto, this Agreement shall inure to the benefit of, be binding on and be enforceable against the parties and their respective heirs, legal representatives, successors and assigns.

11.7. Entire Agreement. This Agreement (including the exhibits and schedules hereto) and the instruments and documents delivered pursuant hereto, and the other agreements contemplated or required hereby, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any prior agreements and understandings relating to the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by all parties hereto. Notwithstanding the foregoing, in the event the Closing does not occur, any prior agreement with respect to confidentiality of information furnished by any party shall continue to be binding on all parties thereto.

11.8. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

11.9. Attorneys' Fees; Costs of Litigation. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

11.10. Construction and Interpretation. This Agreement is the result of negotiations between the parties and their legal counsel, and the terms and provisions hereof shall be interpreted and construed in accordance with their usual and customary meanings. The parties each waive the application of any rule of law which otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who, or whose attorney, prepared the executed agreement or any earlier draft of same. The headings of the paragraphs and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

11.11. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona, without the application of any law of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. The parties hereto each hereby submit to the exclusive jurisdiction of the federal and state courts for the state of Arizona and agree that venue shall be in such courts in Cochise County, Arizona.

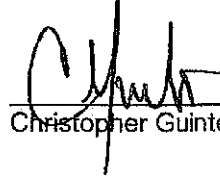
11.12. No Third-Party Beneficiary. This Agreement is solely between the parties hereto, and no term or provision of this Agreement or the exhibits hereto is intended to be, or shall be construed to be, for the benefit of any person (other than the Parties), including without limitation any investment banker, broker, agent, employee or creditor, and no such other person shall have any right or cause of action hereunder.

\*SIGNATURES ON FOLLOWING PAGE\*

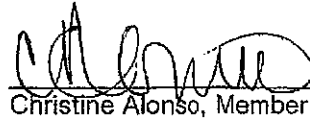
DATED as of this 25 day of Nov, 2019.

**BUYER:**

Tight Spot Enterprises, LLC



Christopher Guinter, Member

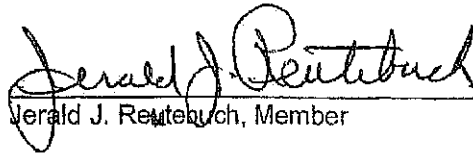


Christine Alonso, Member

---

**SELLER:**

P.C.'s Lounge, LLC



Gerald J. Reutebuch, Member

**EXHIBIT A**  
(Schedule of Assets)

Exhibit A

IRS Form 8594			
<u>Class V Assets</u>		Fair Market Value	Allocation of Sales Price
Property	Land	100,000.00	100,000.00
	Buildings	250,000.00	250,000.00
Furniture, Fixtures, Equipment:			
	<u>Description</u>	<u>Fair Market Value</u>	<u>Value</u>
	Tables	250.00	250.00
	Chairs	250.00	250.00
	Pool tables	1,000.00	1,000.00
	Dart boards	1,000.00	1,000.00
	Beverage coolers	2,500.00	2,500.00
	Ice machine	600.00	600.00
	Misc Furniture & Equipment	600.00	600.00
		<b>356,200.00</b>	<b>356,200.00</b>
<u>Class VI Assets</u>			
	Class VI Liquor License	30,000.00	30,000.00
	Business books & records	1,500.00	1,500.00
	Operating process	1,500.00	1,500.00
		<b>33,000.00</b>	<b>33,000.00</b>
<u>Class VII Assets</u>			
	Goodwill	10,800.00	10,800.00
		<b>400,000.00</b>	<b>400,000.00</b>

**EXHIBIT B**  
(Form of Bill of Sale)

STATE OF ARIZONA  
DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 06020011

Issue Date: 6/10/2019

Expiration Date: 6/30/2020

Issued To:

JERALD JAY REUTEBUCH, Agent  
PC'S LOUNGE LLC, Owner

Location:

PC'S LOUNGE  
4700 E HWY 90  
SIERRA VISTA, AZ 85635  
USA



Mailing Address:

JERALD JAY REUTEBUCH  
PC'S LOUNGE LLC  
PC'S LOUNGE  
4700 E HWY 90  
SIERRA VISTA, AZ 85635  
USA



POST THIS LICENSE IN A CONSPICUOUS PLACE

19 DEC 9 11:41:14 AM '17

January 23, 2020

MEMO TO: Honorable Mayor and City Council

THROUGH: Charles P. Potucek, City Manager  
Victoria Yarbrough, Assistant City Manager

FROM: Matt McLachlan, AICP Community Development Director  
Jeff Pregler, AICP, Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT  
Resolution 2020-005  
Street Renaming-A portion of Sherbundy Street

REQUESTED ACTION:

Requesting to rename a portion of Sherbundy Street to Watkins Way.

RECOMMENDATION:

The City Manager recommends approval.  
The Director of Community Development recommends approval.  
The Planning & Zoning Commission recommended unanimous approval.

APPLICANT:

Beth Hughes, Owner  
Sierra Vista Realty

BACKGROUND:

The City received a request to change the name for a section of Sherbundy Street as shown in Exhibit A. The applicant, Beth Hughes, representing Sierra Vista Realty, has asked that the street be renamed to Watkins Way, after the founder of Sierra Vista Realty, Bob Watkins. The attached letter of request provides additional information about Mr. Watkins.

The section of Sherbundy Street proposed to be renamed does not have any properties that are addressed from the street. Therefore, the street name change will not require any address changes.



## **ANALYSIS**

The portion of Sherbundy Street proposed to be renamed is disconnected from the remaining portion of Sherbundy due to the construction of a block wall at the Regency Inn Suites. As a result, there is often driver confusion, with the assumption that Sherbundy Street connects to N. Garden Avenue. Therefore, to prevent additional confusion, staff supports the renaming of the roadway to Watkins Way. Staff has also received support from the Public Works, Fire, and Police Departments.

## **PLANNING AND ZONING COMMISSION**

The Planning & Zoning Commission recommended unanimous approval at their December 17, 2019 meeting. No additional comments.

## **PUBLIC NOTIFICATION**

Per the City's street renaming policy, all adjoining properties are to be notified of the hearing dates. The only adjoining property on this street, other than Sierra Vista Realty is the Westwood Village Apartments. The owners of the apartments were notified, and no comments have been received.

Attachments:

Resolution

Exhibit A

RESOLUTION 2020-005

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY, APPROVING THE RENAMING OF A SECTION OF SHERBUNDY STREET, AS SHOWN ON EXHIBIT A, TO WATKINS WAY; AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, established policy and procedures for creating and changing street names is reaffirmed; and

WHEREAS, Beth Hughes has requested that a section of Sherbundy Street, as shown in Exhibit A, be renamed Watkins Way; and

WHEREAS, per Article 151.31, the Planning & Zoning Commission recommended approval of the requested name change during a regular meeting held on December 17, 2019; and

WHEREAS, all requirements for a public hearing have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1

That the Council policy of renaming streets, most recently updated by Resolution 1258, be, and hereby is, affirmed.

SECTION 2

The City hereby renames a section of Sherbundy Street, as shown in Exhibit A to Watkins Way.

SECTION 3

That the City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 23RD DAY OF JANUARY 2020.

\_\_\_\_\_  
FREDERICK W. MUELLER  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
NATHAN WILLIAMS  
City Attorney

\_\_\_\_\_  
JILL ADAMS  
City Clerk

PREPARED BY:

Jeff Pregler, AICP  
Senior Planner

EXHIBIT A



January 23, 2020

**MEMO TO:** Honorable Mayor and City Council

**THROUGH:** Charles P. Potucek, City Manager  
Victoria Yarbrough, Assistant City Manager

**FROM:** Matt McLachlan, AICP Community Development Director  
Jeff Pregler, AICP, Senior Planner

**SUBJECT:** REQUEST FOR AGENDA ITEM PLACEMENT  
DECLARING A 30-DAY PUBLIC RECORD  
PUBLIC HEARING  
Resolution 2020-006  
Section 151.22.006-Matrix of Use Permissions by Zoning District  
(Permitting of private general education schools)

**REQUESTED ACTION:**

Approval of Resolution 2020-, Declaring as Public Record text amendments to the Sierra Vista Development Code as shown on Exhibit A.

**RECOMMENDATION:**

The City Manager recommends approval.  
The Director of Community Development recommends approval.  
The Planning & Zoning Commission recommended unanimous approval 6-0.

**APPLICANT:**

City of Sierra Vista

**BACKGROUND:**

The Community Development Department, through the annual work program, regularly reviews current code provisions and procedures to reduce obsolete or unnecessary code provisions in expectation of making city government accountable, collaborative and efficient. The proposed code amendment relating to the permitting of private general education schools reflects these goals. The Planning & Zoning identified these amendments during discussion of the annual work program as medium to high priority.

## ANALYSIS

**Section 151.22.006-Matrix of Use Permissions by Zoning District**-The code amendment to this section revises the use permissions for both charter schools and private general education schools. The current language in the Code permits charter schools in every zoning district. While private schools of general education are required to obtain a Conditional Use Permit in the Urban Ranch (UR), Neighborhood Convenience (NC), Limited Commercial (LC), General Commercial (GC), and Office Professional (OP) zoning districts. The Code prohibits private general education schools in all other zoning districts including Single Family Residence zoning districts.

According to Arizona Revised Statutes 15.189.01, "municipalities and counties shall allow charter schools to be established and operate in at any location or in any facility for which the zoning regulations of the county or municipality cannot legally prohibit schools operated by school districts, except that a county or municipality may adopt zoning regulations that prohibit a charter school from operating on property that is less than an acre in size and that is located within an existing single family residence zoning district". Since public schools are exempt from locational standards, the same locational standards needs to apply to charter schools. However, cities can prohibit the location of charter schools if they are located on property that is less than an acre and are located within an existing single family residential zoning district. Since this is the case, the proposed amendment will prohibit charter schools on property less than once acre from locating within single family residential zoning districts.

According to Arizona Revised Statute 41-1493.03, Free Exercise of Religion, "government shall not impose or implement a land use regulation in any manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution, regardless of a compelling government interest". In discussions with the City attorney, religious institution or assembly extends to religious schools, thereby stating that the City cannot impose any additional regulations on religious schools that do not apply to non-religious or public schools. As a result, the proposed code amendment related to private general education schools, religious and non-religious, shall be to permit these schools in all zoning districts except that schools on property less than one acre and located within single family residential zoning districts shall be prohibited. This is the same standard that applies to charter schools.

## PLANNING & ZONING COMMISSION

The Commission discussed this item at a November 19, 2019 and voted unanimously to approve the amendments at a public hearing held on December 17, 2019.

## PUBLIC COMMENTS

The City placed an ad in the newspaper which described the amendments and provided the date and time of the public hearings. The amendments are also posted on the City website for public viewing. No public comments have been received regarding the amendments.

Attachments:

Resolution

Exhibit A, Proposed Text Amendments

RESOLUTION 2020-006

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; DECLARING A 30-DAY PUBLIC RECORD PERIOD FOR AMENDMENTS TO CHAPTER 151 OF THE CITY CODE OF ORDINANCES, THE DEVELOPMENT CODE, AS SHOWN IN EXHIBIT A, ATTACHED HERETO; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICES AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in accordance with established policy and development code procedures, the City of Sierra Vista has proposed text amendments to the following Development Code Section: 151.22.006-Matrix of Use Permissions by Zoning District; and

WHEREAS, Article 151.31 of the Development Code requires that the City Council review and decide on all applications for text amendments; and

WHEREAS, per Article 151.31, the Planning & Zoning Commission recommended approval of the amendments to City Council; and

WHEREAS, under the provisions of Section 9-802 of the Arizona Revised Statutes, the proposed amendments to the City's Development Code shall be declared a matter of public record for a period of 30 days prior to being passed and adopted by ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1

The policy of the City of Sierra Vista declaring proposed text amendments to the Development Code as a public record be, and hereby is, reaffirmed.

SECTION 2

That the certain document entitled Exhibit A, proposed amendments to Development Code attached hereto, copies of which are on file in the office of the City Clerk, is hereby declared a 30-day public record.

**SECTION 3**

That the City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 23RD DAY OF JANUARY 2020.

\_\_\_\_\_  
FREDERICK W. MUELLER  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
NATHAN WILLIAMS  
City Attorney

\_\_\_\_\_  
JILL ADAMS  
City Clerk

PREPARED BY:

Jeff Pregler, AICP  
Senior Planner



**EXHIBIT A  
DEVELOPMENT CODE AMENDMENT  
SECTION 151.22.006- MATRIX OF USE PERMISSIONS BY ZONING DISTRICTS  
(APPLICABLE PORTION)**

USE CLASSIFICATIONS	ZONING DISTRICT												
	UR, Urban Ranch	SFR, Single Family Residence	MFR, Multiple Family Residence	MHR, Manufactured Home Residential	RVP, Recreational Vehicle Park	NC, Neighborhood Commercial	LC, Limited Commercial	OP, Office Professional	GC, General Commercial	LI, Light Industrial	IP, Industrial Park/LI, Light Industry	HI, Heavy Industrial	OS, Open Space
PUBLIC/SEMI-PUBLIC													
Accessory Telecommunications Antenna/Ancillary Structure	A <sup>(7)</sup>	A <sup>(7)</sup>	A <sup>(7)</sup>	A <sup>(7)</sup>	A <sup>(7)</sup>	A	A	A	A	A	A	A	A
Airport	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	P
Alternative Energy Systems	P	A	A	A	A	A	A	A	P	P	P	P	P
Cemeteries	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	P
Columbarium	C	C	C	C	C	C	C	C	C	C	C	C	C
Community Gardens	P	P	P	P	P	P	P	P	P	P	P	NC	P
Community Service Uses	NC	NC	NC	NC	NC	P	P	P	P	P	P	NC	P
Funeral Home/Mortuary	NC	NC	NC	NC	NC	P	P	P	P	NC	NC	NC	NC
Golf Courses, Public or Private	P	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	P
Heavy Utility Service	NC	NC	NC	NC	NC	NC	NC	NC	C	P	P	P	C
Light Utility Services	C	C	C	C	C	P	P	P	P	P	P	P	P
Museums, Cultural Centers & Similar Uses	P	P	P	P	P	P	P	P	P	NC	NC	NC	P
Parks and Recreation Facilities	A	A	A	A	A	A	A	A	A	NC	NC	NC	P
Place of Worship	C	C	C	C	C	C	C	C	C	C	C	NC	C
Private Clubs	C	C	C	NC	NC	P	P	P	P	C	C	NC	NC
Public Education Facilities & Charter Schools	P	P/NC <sup>(8)</sup>	P	P	P	P	P	P	P	P	P	P	P
School of General Education, Private	PG	P/NC <sup>(8)</sup>	PNG	PNG	PNG	PG	PG	PG	PG	PNG	PNG	PNG	PN C
School of Special Education, Private	C	NC	NC	NC	NC	P	P	P	P	NC	NC	NC	NC

**DEVELOPMENT CODE AMENDMENT  
SECTION 151.22.006- MATRIX OF USE PERMISSIONS BY ZONING DISTRICTS  
(APPLICABLE PORTION)**

USE CLASSIFICATIONS	ZONING DISTRICT												
	UR, Urban Ranch	SFR, Single Family Residence	MFR, Multiple Family Residence	MHR, Manufactured Home Residential	RVP, Recreational Vehicle Park	NC, Neighborhood Commercial	LC, Limited Commercial	OP, Office Professional	GC, General Commercial	LI, Light Industrial	IP, Industrial Park/LI, Light Industry	HI, Heavy Industrial	OS, Open Space
Social Service Agency/Non-Profit	C	C	C	NC	NC	P	P	P	P	C	C	NC	P
Telecommunications Tower													
When Located on Non-Residentially Used Property													
60 feet in height or less and not located within 150 feet of a property zoned or used for residential purposes	A	A	A	A	A	A	A	A	P	P	P	P	P <sup>(6)</sup>
60 feet in height or more and/or located within 150 feet of a property zones or used for residential purposes	C	C	C	C	C	C	C	C	C	C	C	C	C <sup>(6)</sup>
When Located on Residentially Used Property	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC	NC

(6) Stand alone telecommunications towers on City-owned property with an active recreational use are not permitted.  
(7) Not permitted when attached to any single story building or residential building containing fewer than five dwelling units.  
(8) Charter schools and private general education schools: Not permitted when located on property less than 1 acre in size.

December 5, 2019

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek  
City Manager

FROM: David J. Felix, CPA  
Chief Financial Officer

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT  
RESOLUTION 2019-100 - Proposed Revised Refuse  
Rates

RECOMMENDATION

The City Manager recommends approval

INITIATED BY

David J. Felix, CPA, Chief Financial Officer


BACKGROUND

The City Council and staff have been discussing the financial status of the Refuse Fund. In addition to the fee increase proposed in Resolution 2019-075, staff is recommending a 15% residential rate increase to make the fund whole. This resolution addresses the proposed 15% rate increase only. A 60-day notice of the vote on the proposed rate increase was published on the City's website as required by the Arizona Revised Statutes. This resolution increases the residential refuse rates the City charges by 15%, with an effective date of March 1, 2020.

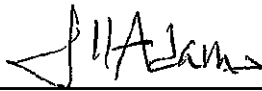
<u>Residential Routes Monthly Rates</u>	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
45-gallon container (grandfathered)	\$ 15.63	\$ 17.19	\$ 1.56
65-gallon container	\$ 17.23	\$ 19.81	\$ 2.58
95-gallon container	\$ 19.67	\$ 22.62	\$ 2.95
195-gallon container	\$ 27.73	\$ 31.89	\$ 4.16

The proposed rate increase would generate an estimated additional \$361,960 of revenues. There are no proposed increases to current commercial route rates.

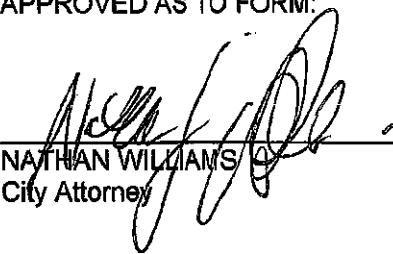
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE  
CITY OF SIERRA VISTA, ARIZONA, THIS 12<sup>th</sup> DAY OF DECEMBER 2019.

  
\_\_\_\_\_  
FREDERICK W. MUELLER  
Mayor

ATTEST:

  
\_\_\_\_\_  
JILL ADAMS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NATHAN WILLIAMS  
City Attorney

PREPARED BY:  
DAVID J. FELIX, CPA  
Finance Manager

RESOLUTION 2019-100

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; ESTABLISHING REFUSE RATES; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista has determined that refuse services provided by the City should be operated as an enterprise of the City; therefore, they must be fully and independently funded by the users of the services; and

WHEREAS, City staff has calculated the rates necessary to support the sanitation enterprise; and

WHEREAS, the City of Sierra Vista is updating its Solid Waste Collection and Disposal Ordinance, setting certain rates by resolution,

WHEREAS, public notice was issued per Arizona Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council, of adjusting refuse rates and fees to produce revenue to meet the financial needs of the sanitation enterprise be, and hereby is, reaffirmed.

SECTION 2

Effective March 1, 2020, residential route rates shall be assessed and collected according to Table A, Refuse Rates, attached hereto.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

**TABLE A**  
**Refuse Rates**

<u>Contributor Class and Charge</u>	<u>Effective</u> <u>July 1, 2018</u>	<u>Effective</u> <u>March 1, 2020</u>
<b>Residential</b>		
Monthly Service Charge	\$ 4.75	\$ 4.75
Monthly Collection Charge	\$ 6.69	\$ 6.69
Monthly Disposal Charge		
45-gallon container	\$ 4.19	\$ 6.53
65-gallon container	\$ 5.79	\$ 8.37
95-gallon container	\$ 8.23	\$ 11.18
<b>Business (Small Commercial)</b>		
Monthly Service Charge	\$ 4.75	\$ 4.75
Monthly Collection Charge	\$ 13.25	\$ 6.69
Monthly Disposal Charge		
95-gallon container	\$ 6.66	\$ 11.18
195-gallon container	\$ 13.67	\$ 20.45

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 11:44 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Thursday, January 16, 2020 10:14 AM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Rate Increase

**Message Body:**

I disagree with the rate increase. You have eliminated services and yet increased the cost to consumers. I think private collections need to be considered/allowed. Why does the council waste money on trips and private consulting and not consider long term expenses for maintenance of vehicles etc.. this won't stop, you'll be asking for another increase in a year or two!

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 11:44 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Thursday, January 16, 2020 10:46 AM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Rate Increase

**Message Body:**

The proposal states the curbside bulk waste pick-up will increase from \$14.40 to \$50.00.  
I am concerned this will lead to increased illegal dumping.

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)



## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 9:06 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Wednesday, January 15, 2020 6:41 PM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Are you guys completely insane,,,you already increased it once,,us older people on social security can not afford another increase,,,I'm urging you all to vote this increase down,,,we all are not well to do like you people,,,,,if you pass what you may consider a small increase....means I'll just not to eat for a day out if the week..!!!!

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 9:06 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Wednesday, January 15, 2020 6:44 PM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Rate Increase

**Message Body:**

This is getting out of control. Anyone that votes for this increase will not earn my vote. Cost go up, but services aren't any better. I'd rather have the option to shop around and use a private service.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 9:06 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Wednesday, January 15, 2020 7:30 PM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Rate Increase

**Message Body:**

I am not in support of a rate increase.

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 9:07 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Wednesday, January 15, 2020 7:43 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Don't agree with the increase, if one a week is not an option we don't get anything more for the increase.  
Please NO increase.

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 9:07 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Wednesday, January 15, 2020 8:07 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

If you feel the need to increase, then bring back recycling pick up!!!

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 9:06 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Wednesday, January 15, 2020 6:39 PM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Rate Increase

**Message Body:**

I am upset after the recent doing away with the door to door recycling that used to be offered by the city, now the rates for a reduced service is going to increase. The city should not raise rates for curbside refuse collection.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Thursday, January 16, 2020 9:05 AM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Wednesday, January 15, 2020 3:38 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

I'm against the increase. I think \$71.72 every two months is too much, especially since there is no more recycling.

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Maria Marsh

---

**From:** Jennifer Osburn  
**Sent:** Wednesday, January 15, 2020 3:28 PM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Wednesday, January 15, 2020 3:28 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

I am AGAINST the proposed increase for refuse service in our city. The rates stayed the same even when the recycling service was discontinued. I don't see why a 15% increase is needed. I do not support the increase proposal.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)



## **Maria Marsh**

---

**From:** Jennifer Osburn  
**Sent:** Wednesday, January 15, 2020 3:30 PM  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Wednesday, January 15, 2020 3:29 PM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Rate Increase

**Message Body:**

I am AGAINST The proposed refuse service increase. Manage the taxes and service fees you already receive more wisely.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Yvette Matthias

---

**From:** [REDACTED] <wordpress@sierravistaaz.gov>  
**Sent:** Thursday, January 09, 2020 5:31 PM  
**To:** Public Comment; Judy Hector; Sharon Flissar; Yvette Matthias  
**Subject:** Public Comment Item

From: [REDACTED]  
Subject: [REDACTED]

Topic: Residential Refuse Rate Increase

### Message Body:

Seriously? You just keep cutting back on service and you want to increase the rate? You don't even pick up recycling anymore! And don't give me the "recycling was free" line -- it wasn't. The city picked up recycling but lessened the frequency of trash pickups; thus, the residents PAID FOR IT. I also don't want to hear the "it's China's fault" line. It's not. We paid for RECYCLING, not for our governmental institutions to ship refuse to a country that pumps out toxic chemicals in the things it makes and probably just dumps that stuff somewhere in the Gobi Desert. Our governmental institutions LIED to us -- and that means the City of Sierra Vista was in on that lie. We paid for RECYCLING, not relocating trash. The third famous line: it's not economically feasible/we're not making a profit." The point wasn't to make a profit -- it was to help SAVE our environment. You know, the one that we live in? Our planet? OUR ONLY HOME?

And now you want another rate increase. The trucks leave bins tipped over, half in the street, and spew trash all over the roadways in their wake. They never even check the side mirrors to see if they made a mess. Who pays ME to walk down the street and pick up after the trucks?

SHAME ON YOU!

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Yvette Matthias

---

**From:** NORMAN [REDACTED] <wordpress@sierravistaaz.gov>  
**Sent:** Thursday, January 09, 2020 11:23 PM  
**To:** Public Comment; Judy Hector; Sharon Flissar; Yvette Matthias  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

Topic: Residential Refuse Rate Increase

### Message Body:

I have read the reports by city staff and followed discussions by the city council on the matter of the waste collection in the city. What alarms me about this data is an option for privatization was never considered except for the 'green' waste removal. I've talked to at least three council members and the mayor and each stated privatizing would only lead to uncontrolled price increases in the future. The city has raised prices on at least 2 occasions in the past three years. Part of the problem was also caused by city mismanagement of certain aspects of the program i.e. inadequate pricing for recycled mulch and improper pricing of bulk containers to city residents. Our market based private enterprise system works efficiently that no government entity can ever match. Many cities operate successfully with privatized refuse systems and have successfully implemented controls to prevent price gouging. I am very disappointed by the city efforts on this issue and oppose the solutions offered by the city until a reasonable comparison of costs from the private sector. At the least, the city should rescind the restrictions of residential private trash collectors operating in the city. It makes no sense (other than creating a monopoly for the city) to deny residents this option when no such restrictions are placed on commercial customers.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Yvette Matthias

---

**From:** [REDACTED] <wordpress@sierravistaaz.gov>  
**Sent:** Saturday, January 04, 2020 2:54 PM  
**To:** Public Comment; Judy Hector; Sharon Flissar; Yvette Matthias  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

Topic: Residential Refuse Rate Increase

### Message Body:

Landfills will continue to fill at an alarming rate and will continue to cost more. Raising refuse rates (which has been done only too recently), is not the correct way to attack this issue, furthermore it puts an inordinate burden on your senior population, in a town with a large number of seniors. We need to retrain the public to compost, recycle and re-use.

Re-training the public to "do the right thing" could be accomplished by establishing a two-tier system of refuse collection. Those requiring a once a week refuse collection would be rewarded by having a lower fee. Those who cannot bother to be responsible for generating extra trash would then be eligible for twice a week collection at a higher rate. This could be readily accomplished by the attachment of a tag to the receptacles.

As to privatizing recycling, once the city loses control the rates will begin rising - it has happened in municipalities all over the country. I am most definitely opposed to privatizing!

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Yvette Matthias

---

**From:** [REDACTED] <wordpress@sierravistaaz.gov>  
**Sent:** Tuesday, December 31, 2019 11:10 AM  
**To:** Public Comment; Judy Hector; Sharon Flissar; Yvette Matthias  
**Subject:** Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

**Message Body:**

Considering the economic stagnation in our town, a rate increase is not warranted.

--  
This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** Jennifer Osburn  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item  
**Date:** Thursday, December 26, 2019 3:30:59 PM

---

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Thursday, December 26, 2019 3:18 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>; Yvette  
Matthias <Yvette.Matthias@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

I commented via email earlier, but I hadn't seen the refuse rates for the dumpsters. The dumpsters are such a clutter in the neighborhoods and are sometimes traffic hazards when placed in the street, that I would hope the rates would encourage their use only for temporary projects as opposed to year-round usage.

I am glad the pull fee and empty are increased, but I wonder why the monthly charge was halved? That would seem to encourage dumpster usage for longer periods of time. I would think hiking the monthly rate would encourage temporary instead of permanent usage.

Thank you for your consideration.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, December 31, 2019 11:12:09 AM

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

From: [REDACTED] [<mailto:wordpress@sierravistaaz.gov>]  
Sent: Tuesday, December 31, 2019 11:10 AM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>; Yvette  
Matthias <[Yvette.Matthias@SIERRAVISTAAZ.GOV](mailto:Yvette.Matthias@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Considering the economic stagnation in our town, a rate increase is not warranted.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 23, 2019 8:08:18 AM

---

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

**From:** [REDACTED] [<mailto:wordpress@sierravistaaz.gov>]  
**Sent:** Saturday, December 21, 2019 9:39 AM  
**To:** Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector <[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Rate Increase

Message Body:

I understand your position in the refuse matter. Every body is struggling to survive. The trash, water, electricity, gas, are all going up. Even property tax has taken a big jump. It's getting harder and harder to make ends meet. My husband is retiring in 2021 and I am scared because it will be even harder to make ends meet. I think you should not give your employee's a raise because the customer picks up the tab and therefore adds to the budget. I take my recycling in once a month and I thought that was the whole purpose of recycling to keep rates from going up. If you do this 15% hike, our trash will have doubled since we have lived in our home. That is ridiculous. I am starting to not like living in Sierra Vista. Arizona is a very taxing state. The restaurants charge more sales tax for food than at retail. How can that be? There should be not tax on food. It is a necessity to survive.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)



**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, December 17, 2019 8:22:28 AM

---

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Tuesday, December 17, 2019 7:48 AM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

I see the reason for an increase, especially since money was lost with the recycling. However I would suggest a phase in of the hike (50% of what the goal is in March, the rest of the intended hike in July), especially with the business rates increasing so much.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, December 17, 2019 8:22:06 AM

---

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Monday, December 16, 2019 6:47 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Allowing private residential recycling collection

Message Body:  
Dear City Council,

This is to voice support for contracting with private sector companies for curbside mixed-stream recycling in Sierra Vista. Please pursue this important opportunity and return curbside recycling to Sierra Vista.

Thank you.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** Jennifer Osburn  
**To:** Maria Marsh  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, December 17, 2019 9:11:26 AM

---

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

From: [REDACTED]:wordpress@sierravistaaz.gov]  
Sent: Tuesday, December 17, 2019 9:05 AM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

RE: Sanitation Rates - City residents should be charged for pick up of green waste. Also for drop off at the Compost Facility. Many landscapers drop off for free because they bring a bill showing they live in the City. This is part of their business and they should be charged accordingly whether or not they live in the City.

RE: Private Vendor for Recycling - YAY! Do it. We are bleeding out from our current recycle program.

Thank you!

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 7:58:06 AM

---

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

From: [REDACTED] <mailto:wordpress@sierravistaaz.gov>  
Sent: Friday, December 13, 2019 2:02 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

This is not appropriate. The there is no more recycling collection yet we can still drop recycling off. I in no way need to have as many refuse collections as we get now. replacing the recycling collections with a refuse collection was a decrease in service yet the costs stayed the same.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 7:57:28 AM

---

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

From: [REDACTED] [mailto:[wordpress@sierravistaaz.gov](mailto:wordpress@sierravistaaz.gov)]  
Sent: Friday, December 13, 2019 10:23 AM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

When and if the recycling is commercialized will the 15% increase in refuse service cover the cost of recycled items that now will end up in the land fill. The additional burden of paying to haul off recyclable material will not be automatically accepted by all citizens.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 2:23:42 PM

---

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

From: [REDACTED] [<mailto:wordpress@sierravistaaz.gov>]  
Sent: Monday, December 16, 2019 2:22 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Looking at the Green Waste current/proposed rates, I have to agree with both the residential and county/business rates. Leaving curbside at -0- helps take the element of wildcat dumping out of the equation while charging local businesses a slight increase, helping to balance the quantity that each may drop off. With a little more education, we may get more green waste out of the refuse pick up and diverted to the green waste side, helping to reduce tipping fees.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 2:07:55 PM

---

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

From: [REDACTED] (<mailto:wordpress@sierravistaaz.gov>)  
Sent: Monday, December 16, 2019 2:06 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector <[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Yes, we need trash removal and contracting the service would reduce cost to the city because the city would not be paying for retirement costs - if they negotiate wisely. We cannot go without trash collection or this place would be a dump, people would leave (as they are already doing) so sounds like a good move.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 2:07:17 PM

---

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

From: [REDACTED] [mailto:[wordpress@sierravistaaz.gov](mailto:wordpress@sierravistaaz.gov)]  
Sent: Monday, December 16, 2019 2:03 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

The refuse and sewer charges should be included with our city taxes so we can deduct them from our federal taxes along with the rest of the city taxes. Especially in view of rising costs for the service, we should make it easier for the taxpayer where we can.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)



**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 1:34:46 PM

---

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Monday, December 16, 2019 1:29 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Why not just go to a once a week refuse pickup? I have family all over the U.S. and none of them have twice a week refuse pickup. Give everyone a large green can.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 1:34:28 PM

---

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

**From:** [REDACTED] [<mailto:wordpress@sierravistaaz.gov>]  
**Sent:** Monday, December 16, 2019 1:30 PM  
**To:** Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

The national inflation rate as stated by the chained CPI has been below 3% for the last decade. How does the city justify the massive money grab? Are salaries and benefits rising at that rate? Has fuel costs (which should be much lower) risen at this rate?

Tell me one thing other than political greed that has risen at that 15% rate. Theft, plain old theft.

AND NO DAMN ACCOUNTABILITY BY ANYONE.

Throw all the remora out next election.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:41:50 PM

---

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

From: [REDACTED] <mailto:wordpress@sierravistaaz.gov>  
Sent: Monday, December 16, 2019 10:34 AM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:  
would love to have curbside recycling again, even with the rate increase

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:41:44 PM

---

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

From: [REDACTED] [mailto:[wordpress@sierravistaaz.gov](mailto:wordpress@sierravistaaz.gov)]  
Sent: Monday, December 16, 2019 10:38 AM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Get out of the refuse business. Keep the trucks and necessary equipment mothballed in case the City has to threaten to get back into the business. It's conceivable that private companies could price fix, or it could become a private monopoly. A fundamental function of government is "prevent injustice", in this case prevent private monopoly, and don't be the monopoly.

I voted to stay out of recycling and I voted against expanding into mulch. You should have followed me.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:41:00 PM

---

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Monday, December 16, 2019 11:41 AM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Allowing private residential recycling collection

Message Body:

Yes, please we need collection....I have anxiety every time I have to put recyclables in the garbage bin. Not all things have to be dollar neutral or profitable to be a good idea to protect our environment. I feel the decision by the city to discontinue recycling was short sighted.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:40:10 PM

---

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

From: [REDACTED] [<mailto:wordpress@sierravistaaz.gov>]  
Sent: Monday, December 16, 2019 12:39 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Allowing private residential recycling collection

Message Body:

I approve if it doesn't cost the city and/or residents any money.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:39:31 PM

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Monday, December 16, 2019 12:30 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

If nothing has changed, then why the increase? If you're not spending MORE money to do something, then why increase rates? Without a thorough explanation of WHAT is necessitating the increase, then it just seems like city bullying of our pocketbook, "just because they can". And that's just WRONG!

Be clear and concise about what is NECESSITATING the rate increase. Not just saying "we're doing XYZ, because we wanna". As long as it's DIRECTLY related to the service I am presently getting (trash pickup), then as long as there are no implementable solutions to keep rates lower, then the rate increase is understandable. But, otherwise, no... I do NOT approve of this proposed rate increase.

If this proposed rate increase is in relation to recycling...

Is recycling still burdensome to the city, even though SV residents are now doing all the work to bring it TO you? Is sorting and whatever really THAT expensive? Or has it literally become even LESS productive to do recycling than it was when the program was changed? If that be the case, then STOP RECYCLING! Make it all trash! That's what I do. That's what we all did BEFORE the recycling program was put into place to begin with. If "doing the right thing" is more expensive than the emotional/environmental "feel good" it offers, then it's no longer worth doing. And I'm not up for paying more for my green CAT ("Curbside Automated Trash" was what we called it in CA) container pickup, just so others can "feel good" about recycling. Let THEM pay more for what is costing the city more, NOT me.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:38:13 PM

---

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

From: [REDACTED] <mailto:wordpress@sierravistaaz.gov>  
Sent: Monday, December 16, 2019 12:37 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

We need to tighten our belts and stop or slow down these increases. I firmly believe savings can be had through efficiency and other reductions such as leaving some positions open when people retire or leave. Trust me I frequently see the public works trucks here and there doing nothing. I urge you to show leadership in reducing the cost of doing business.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)



**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:40:06 PM

---

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

From: [REDACTED] <mailto:wordpress@sierravistaaz.gov>  
Sent: Monday, December 16, 2019 12:40 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Zoning Districts

Message Body:  
I'm fine with this.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Comment on the Refuse Service Fees  
**Date:** Monday, December 16, 2019 7:56:28 AM

---

**From:** [REDACTED]  
**Sent:** Friday, December 13, 2019 7:24 AM  
**To:** MayorAndCouncil <MayorAndCouncil@SIERRAVISTAAZ.GOV>  
**Subject:** Comment on the Refuse Service Fees

Dear City Council,

I understand the need to increase fees. The articles in the Herald raised two comments in my mind:

- 1) If the fee increases are scheduled for March, how will that be billed for those that pay annually? Will the difference just be added on to my increased bill next year when I pay it in July?
- 2) Please consider increasing the fee for dumpsters much more than regular garbage collection. I assume the dumpster regulations are there to allow people a bigger trash receptacle for temporary needs. However, I noticed in Town and Country, people are using dumpsters as permanent instead of temporary garbage cans. So, unsightly dumpsters just sit in people's driveways for years or create traffic hazards when placed in the streets. Maybe that practice can be discouraged through the fee structure or another regulation.

Thank you for your consideration, and I appreciate all you do to serve our community.

Regards,

[REDACTED]  
City Resident

**From:** [Jennifer Osburn](#)  
**To:** [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, December 16, 2019 12:43:31 PM

---

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Monday, December 16, 2019 10:25 AM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your subject]

Topic: Residential Refuse Rate Increase

Message Body:

I am against a rate increase as noted in my email to the whole council and the mayor. Continually raising rates without regard to usage just allows those who can pay higher costs continually to avoid all the means of reducing said waste. There can and should be a two-tier system for residential waste so that those who cut same are rewarded for the conservation and those who don't bear the brunt of the cost of inaction.

I am also against privatizing which has been proven in other places over and over again to not be a viable solution and results in much higher charges in the end.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**Yvette Matthias**

---

**From:** [REDACTED]  
**Sent:** Friday, December 13, 2019 7:24 AM  
**To:** MayorAndCouncil  
**Subject:** Comment on the Refuse Service Fees

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear City Council,

I understand the need to increase fees. The articles in the Herald raised two comments in my mind:

- 1) If the fee increases are scheduled for March, how will that be billed for those that pay annually? Will the difference just be added on to my increased bill next year when I pay it in July?
- 2) Please consider increasing the fee for dumpsters much more than regular garbage collection. I assume the dumpster regulations are there to allow people a bigger trash receptacle for temporary needs. However, I noticed in Town and Country, people are using dumpsters as permanent instead of temporary garbage cans. So, unsightly dumpsters just sit in people's driveways for years or create traffic hazards when placed in the streets. Maybe that practice can be discouraged through the fee structure or another regulation.

Thank you for your consideration, and I appreciate all you do to serve our community.

Regards,

[REDACTED]  
City Resident

**Yvette Matthias**

---

**Subject:** FW: planned rate increase for garbage collection

**From:** Rick Mueller  
**Sent:** Wednesday, December 11, 2019 4:16 PM  
**To:** [REDACTED]  
**Subject:** RE: planned rate increase for garbage collection

Mr. Elving, In September, the part of my response you cite was accurate. As a good citizen I am sure you have followed this issue. Over months of discussion with Council and Staff, It has evolved from just looking at green waste drop off and residential dumpsters to making the refuse entire refuse enterprise viable for the future. This included recycling and garbage rates. Issues evolve through the public deliberation process. I am confident the public record will bear this out! Thank you for sharing your concern. Rick Mueller, Mayor

**From:** [REDACTED]  
**Sent:** Wednesday, December 11, 2019 12:26 PM  
**To:** Rick Mueller <[Rick.Mueller@SIERRAVISTAAZ.GOV](mailto:Rick.Mueller@SIERRAVISTAAZ.GOV)>  
**Subject:** Re: planned rate increase for garbage collection

Dear Mayor Mueller

In Sept I asked you about the planned rate increase for garbage collection and you emphatically replied

Boy, did you get some wrong information! The Council has NOT voted on raising garbage collection rates, we are not considering raising rates on collection.

This morning I see on the news that we are going see a rate increase... You sir need to be honest with your constituents.

Not happy,

[REDACTED]

**Doug Elving** [REDACTED]

[REDACTED]

[REDACTED] 712-85655

Office: [REDACTED]  
Cell: [REDACTED]  
email: [REDACTED]  
web: [REDACTED]

Download my mobile app at: [REDACTED]

---

**From:** Rick Mueller <[Rick.Mueller@SIERRAVISTAAZ.GOV](mailto:Rick.Mueller@SIERRAVISTAAZ.GOV)>  
**Sent:** Thursday, September 19, 2019 10:30 AM  
**To:** [REDACTED]  
**Subject:** RE: planned rate increase for garbage collection

[REDACTED] thanks for the additional information. Rick

**From:** [REDACTED]  
**Sent:** Thursday, September 19, 2019 10:16 AM  
**To:** Rick Mueller <[Rick.Mueller@SIERRAVISTAAZ.GOV](mailto:Rick.Mueller@SIERRAVISTAAZ.GOV)>  
**Subject:** Re: planned rate increase for garbage collection

Thanks for the quick reply and explanation of the rate increase.

The twice a week pickup is an issue that should be addressed though as we're running equipment around burning huge amounts of diesel for very little demand. If a user needs the additional trash space then they should pay for however many cans they need to be picked up on the same pickup day.

R18-13-308. Frequency of Collection A. The frequency of collection shall be in accordance with rules of the collection agency but not less than that shown in the following schedules: 1. Garbage only -- twice weekly. 2. Refuse with garbage -- twice weekly. 3. Rubbish and ashes -- as often as necessary to prevent nuisances and fly breeding.

B. A variance from the required frequency rate may be granted to allow for the collection of garbage once weekly. The variance may be granted by the Department of Environmental Quality upon submission of an acceptable plan approved by the local health department demonstrating that no public health hazards or nuisances will exist and that fly breeding will be controlled by either biological, chemical, or mechanical means. The variance may be revoked whenever the Department of Environmental Quality determines that the circumstances warranting the variance no longer exist. Historical Note Section recodified from A.A.C. R18-8-508, filed in the Office of the Secretary of State September 29, 2000 (Supp. 00-3).

The City should apply for a variance.

Thanks,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
Cell: [REDACTED]

email: [REDACTED]  
web: [REDACTED]

Download my mobile app at: [REDACTED]

---

**From:** Rick Mueller <[Rick.Mueller@SIERRAVISTAAZ.GOV](mailto:Rick.Mueller@SIERRAVISTAAZ.GOV)>  
**Sent:** Thursday, September 19, 2019 9:59 AM  
**To:** [REDACTED]  
**Cc:** Charles Potucek <[Charles.Potucek@SIERRAVISTAAZ.GOV](mailto:Charles.Potucek@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
**Subject:** RE: planned rate increase for garbage collection

Mr. [REDACTED]

Thank you for sharing your concerns. Boy, did you get some wrong information! The Council has NOT voted on raising garbage collection rates, we are not considering raising rates on collection. We are discussing, and have yet to vote on, increasing fees on green waste drop off and rental dumpsters, used when city refuse users have a project that will produce volumes of trash that are greater than the normal capacity of their green bin. Under the State Administrative Code Section 18-13-308 para A., 2., all the Cities are required to pick up refuse twice a week.

Thank you for your constructive comments and sharing your concerns. I hope this answers your issues. Rick Mueller

**From:** [REDACTED]  
**Sent:** Thursday, September 19, 2019 9:20 AM  
**To:** Rick Mueller <[Rick.Mueller@SIERRAVISTAAZ.GOV](mailto:Rick.Mueller@SIERRAVISTAAZ.GOV)>  
**Cc:** [REDACTED]  
**Subject:** planned rate increase for garbage collection

Dear Mayor Mueller,

I just saw where the council has passed a resolution to increase the garbage collection fees and would like to know how much it's costing the city for our twice a week pickup. Our pickup day is today and I just did a tour around the neighborhood here in Legends of Valiente and all of the cans are less than 1/4 full. Our own has 2 small bags in the bottom. I would like to have you request a detailed accounting for the added costs for the 2nd pickup from Public Works. Costs should account for fuel, manpower and added maintenance of equipment. This should also include how many truck miles are involved in a complete city-wide pickup. I feel that dropping back to a single pickup day would more than cover any need for this planned rate increase.

Please give me a call at 520-226-7301

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

O [REDACTED]  
C [REDACTED]  
em [REDACTED]  
web [REDACTED]

Download my mobile app at: 



**Yvette Matthias**

---

**From:** [REDACTED] n>  
**Sent:** Sunday, December 08, 2019 7:11 AM  
**To:** MayorAndCouncil  
**Subject:** Outstanding Recycling Support

Thank you for this sharp recycling center at the SV Transfer Station. Twice now the professional, friendly and helpful service I received while using this facility has been top-notch! Our city has struggled with this process in the past. I sincerely hope this service continues – it's good for everyone and everything.

[REDACTED]  
5

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#); [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, November 05, 2019 11:14:06 AM

---

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

From: [REDACTED]  
Sent: Tuesday, November 05, 2019 10:30 AM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector <[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

Since the blue bin recycle service in Sierra Vista ended, there has been a green bin trash pickup twice a week (Tuesday and Friday) on my street. I think one trash pickup a week as we had for years will suffice and save money.. It would help if the City had a campaign to encourage the public to think about the accumulation of trash in their residence and try to reduce it in light of the detriment it is to our community, the environment, and the planet.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#); [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Monday, November 04, 2019 8:50:30 AM

---

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

From: [REDACTED]  
Sent: Sunday, November 03, 2019 4:42 PM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

What is the primary issue causing the fee change? Any possibilities funds could be moved from another account in the refuse account? Also, is the proposed \$44 charge for "yard waste" pick-up continue to be on the radar? Best Regards, Jim & Nancy

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#); [Maria Marsh](#)  
**Subject:** Fw: Public Comment Item  
**Date:** Friday, October 25, 2019 11:12:18 AM

---

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From: [\[REDACTED\]@wordpress@sierravistaaz.gov](#)>  
Sent: Friday, October 25, 2019 11:08 AM  
To: Public Comment; Judy Hector; Sharon Flissar  
Subject: Public Comment Item

From: [\[REDACTED\]](#)  
Subject: [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

Could the city please review the current system efficiency?

Will the city allow citizens to seek out private services (and allow competition for better prices)?

Will the city improve it's billing capabilities and help citizens on fixed incomes to budget more adequately by changing the process to monthly billing (rather than every two months)?

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#); [Maria Marsh](#)  
**Subject:** Fw: Public Comment Item  
**Date:** Friday, October 25, 2019 12:55:32 PM

---

From: [REDACTED] <[REDACTED]@wordpress@sierravistaaz.gov>  
Sent: Friday, October 25, 2019 12:31 PM  
To: Public Comment; Judy Hector; Sharon Flissar  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

I don't think you should raise the rates. But the special service fees definitely need to increase. I don't think it's fair to charge everyone more to try to cover the fees for special pick-ups, green waste pick-ups, etc.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#); [Maria Marsh](#)  
**Subject:** FW: Public Comment Item  
**Date:** Wednesday, October 23, 2019 2:28:48 PM

---

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

From: [REDACTED] <mailto:wordpress@sierravistaaz.gov>  
Sent: Wednesday, October 23, 2019 12:19 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector <[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

I pay annually for trash pickup. The city could save money rather than raise the rates by picking up trash once a week rather than twice a week. If people need twice-a-week service, they can do one or more of the following: Get a larger bin; take the surplus trash to wherever you designate; or pay more for twice a week pickup.

I don't generate enough usually for a full load in my smaller bin. I seldom, if ever, put my bin out other than once a week. Many people in Sierra Vista are the same; they either live alone or just don't generate that much trash in a week.

Please reconsider increasing the refuse fees. You could save lots of money with picking up only once a week.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, October 22, 2019 9:01:24 AM

---

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

From: [REDACTED] <mailto:wordpress@sierravistaaz.gov>  
Sent: Sunday, October 20, 2019 12:53 PM  
To: Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector  
<[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

It doesn't take a genius to realize that the trash rates are going to increase because there is more trash because you got rid of recycling. Why can't the city find a recycling plant in the UNITED STATES? Also who wants to recycle when you have one location with limited hours? Most residents have to work when the facility is open and closed when you get off work. It seems like everytime there is a screw up in the budget, you have to raise fees. 72 dollars is high enough.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, October 22, 2019 9:01:33 AM

---

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

**From:** [REDACTED] [<mailto:wordpress@sierravistaaz.gov>]  
**Sent:** Thursday, October 17, 2019 3:59 PM  
**To:** Public Comment <[PublicComment@SIERRAVISTAAZ.GOV](mailto:PublicComment@SIERRAVISTAAZ.GOV)>; Judy Hector <[Judy.Hector@SIERRAVISTAAZ.GOV](mailto:Judy.Hector@SIERRAVISTAAZ.GOV)>; Sharon Flissar <[Sharon.Flissar@SIERRAVISTAAZ.GOV](mailto:Sharon.Flissar@SIERRAVISTAAZ.GOV)>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

I think it's entirely reasonable to increase refuse rates as needed to ensure the program functions well. I would really appreciate for-fee service to pick up recycling. I would gladly pay extra for the convenience of having my recycling picked up curbside.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)



**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, October 22, 2019 9:01:51 AM

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

From: [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
Sent: Monday, October 14, 2019 10:25 AM  
To: Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector  
<Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
Subject: Public Comment Item

From: [REDACTED]  
Subject: [your subject]

Topic: Residential Refuse Fee Changes

Message Body:

First, let me start off by saying thank you to the refuse drivers for doing a great job, being courteous, caring, and professional.

The city management appears to be very wasteful with spending and too quick to sign terrible contracts that leaves the tax payers to cover the cost. The city's refuse department needs to be run more like a business and pay more attention to wasteful spending instead of just raising the rates for residential trash services. The most recent recycling contract, additional refuse office employees who appears to not add value, and garbage truck wraps are all examples of waste.

The city council needs to dig in deep to the waste and fix it; do not pass on the burden to tax payers. The city council needs to once again look at going completely commercial for waste pick up. Stop wasting our money!

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Jennifer Osburn](#)  
**To:** [Yvette Matthias](#)  
**Subject:** FW: Public Comment Item  
**Date:** Tuesday, October 22, 2019 9:05:44 AM

---

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

**From:** [REDACTED] [mailto:wordpress@sierravistaaz.gov]  
**Sent:** Tuesday, September 10, 2019 11:10 AM  
**To:** Public Comment <PublicComment@SIERRAVISTAAZ.GOV>; Judy Hector <Judy.Hector@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
**Subject:** Public Comment Item

**From:** [REDACTED]  
**Subject:** [your-subject]

**Topic:** Residential Refuse Fee Changes

**Message Body:**

I have a concern with the new rates.

The proposed inbound compost fee for Sierra Vista residents will likely result in more green waste being disposed of with household trash in our green dumpsters. The City must not implement a charge on its residents who responsibly take green waste to be composted or mulched. This is the material which you need to create the compost you want to sell to residents. Please, do not implement a fee on residents to drop off green waste.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

## Jennifer Osburn

---

**From:** Rick Mueller  
**Sent:** Thursday, September 19, 2019 10:10 AM  
**To:** Jennifer Osburn  
**Subject:** FW: planned rate increase for garbage collection

Jen, Please post council read file. Rick

**From:** Rick Mueller  
**Sent:** Thursday, September 19, 2019 10:00 AM  
**To:** [REDACTED]  
**Cc:** Charles Potucek <Charles.Potucek@SIERRAVISTAAZ.GOV>; Sharon Flissar <Sharon.Flissar@SIERRAVISTAAZ.GOV>  
**Subject:** RE: planned rate increase for garbage collection

[REDACTED]

Thank you for sharing your concerns. Boy, did you get some wrong information! The Council has NOT voted on raising garbage collection rates, we are not considering raising rates on collection. We are discussing, and have yet to vote on, increasing fees on green waste drop off and rental dumpsters, used when city refuse users have a project that will produce volumes of trash that are greater than the normal capacity of their green bin. Under the State Administrative Code Section 18-13-308 para A., 2., all the Cities are required to pick up refuse twice a week.

Thank you for your constructive comments and sharing your concerns. I hope this answers your issues. Rick Mueller

**From:** [REDACTED]  
**Sent:** Thursday, September 19, 2019 9:20 AM  
**To:** Rick Mueller <Rick.Mueller@SIERRAVISTAAZ.GOV>  
**Cc:** [REDACTED]  
**Subject:** planned rate increase for garbage collection

Dear Mayor Mueller,

I just saw where the council has passed a resolution to increase the garbage collection fees and would like to know how much it's costing the city for our twice a week pickup. Our pickup day is today and I just did a tour around the neighborhood here in Legends of Valiente and all of the cans are less than 1/4 full. Our own has 2 small bags in the bottom. I would like to have you request a detailed accounting for the added costs for the 2nd pickup from Public Works. Costs should account for fuel, manpower and added maintenance of equipment. This should also include how many truck miles are involved in a complete city-wide pickup. I feel that dropping back to a single pickup day would more than cover any need for this planned rate increase.

Please give me a call at 520-226-7301

Office

Cell:

email: c

web: <http://>

Download my mobile app at:

January 23, 2020

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager  
Victoria Yarbrough, Assistant City Manager

FROM: Jennifer Osburn, Interim Budget Officer

SUBJECT: Request for Agenda Item Placement  
Ordinance 2020-001, Adoption of Proposed  
Amendments to Chapter 52 Solid Waste Collection  
and Disposal, City Code of Ordinances

**RECOMMENDATION:**

The City Manager recommends approval.  
The Assistant City Manager recommends approval.

**INITIATED BY:**

City Staff

**30-DAY PUBLIC COMMENT PERIOD**

The Mayor and City Council approved a 30-day public comment period for the proposed amendments on December 12, 2019 with Resolution 2019-101.

The City has received seven written public comments regarding the proposed amendments. Three comments were in support of private recycling services. One comment did not support private residential pickup of any solid waste or recycling materials, stating concern that private companies would increase residential street repair and administrative costs to the city. One comment suggested looking into compactors through Republic. One comment approved of privatization if it did not cost the City and/or residents any money. One comment questioned if residents would be charged for recycling by the private company. All comments are attached for your review.

**BACKGROUND:**

On December 12, 2019, City Council approved Resolution 2019-101, which included recommended amendments to the City Code of Ordinances, Sections 52.02, 52.03, 52.09, and 52.18 of Chapter 52; Solid Waste Collection and Disposal. The amendments included provisions to allow recyclable materials to be collected and removed from residential and business establishments by private recycling collectors and minor housekeeping changes to the existing ordinance. Staff recommends the approval and adoption of the proposed amendments to Chapter 52 as described in Exhibit A (attached).

**Budget Appropriation:**

Not applicable

## EXHIBIT A

The following definitions have been revised. All other definitions remain the same.

### § 52.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**COLLECTOR.** The City of Sierra Vista or an authorized, licensed private solid waste or recycling hauler.

**COUNTY SOLID WASTE DISPOSAL FACILITY.** A Cochise County owned, operated, and maintained, solid waste disposal landfill, urban transfer station, rural drop-off site, or recycling center, utilized for the purpose of storing, processing, recycling, treating, or disposing of solid waste.

**LICENSEE.** A person who engages in, owns, or operates a service to collect, transport, dispose, or recycle commercial or industrial refuse or residential recycling, generated within the City, and has obtained a valid license to provide such services, pursuant to the provisions of this Chapter.

### § 52.03 SOLID WASTE COLLECTION SYSTEM ESTABLISHED.

(A) There is hereby established a system for collection, source separation, storage, transfer, processing, treatment, transportation, and disposal of solid waste. All solid waste generated within the City limits shall be collected, removed, and disposed of by officers or employees of the City, or by private collectors (business establishments only) that have obtained a commercial solid waste license or contract from the City, authorizing private collection, pursuant to the provisions of this Chapter. Recyclable materials may be collected and removed from residential properties by private collectors that have obtained a City business license pursuant to Title XI, Chapter 110 of this code. Recyclable materials may be collected and removed from commercial establishments by private collectors that have obtained a commercial solid waste license pursuant to provisions in sections § 52.15 through § 52.23 of this Chapter.

(B) Every owner, tenant, lessee, occupant, or person in possession of any building structure or premises within the City having refuse for disposal, shall be charged in accordance with the City Council adopted resolution that establishes such rates for solid waste collection services and disposal, as are necessary to assure adequate revenues are generated to cover the cost of services rendered. The responsible party for solid waste management services and associated fees related to residential property shall be the property owner. The responsible party for solid waste management services and associated fees related to commercial property shall be the property owner of a business establishment location.

(C) Solid waste deposited for collection shall become the property of the City, or authorized licensed private collector, when approved by the City, upon collection. No person shall remove any or all such solid waste so collected. Every person performing any construction work shall be responsible for collection and disposal of, at their sole cost and expense, all bricks, stones, scrap lumber and building materials, earth, sand, gravel, and all other debris from the construction work site to an authorized disposal site.

### § 52.09 PROHIBITED ACTS.

(A) It shall be unlawful for any owner or occupant to allow the accumulation of refuse upon their property or to allow the collection or disposal thereof in any manner inconsistent with the provisions of this Chapter.

(B) It shall be unlawful for any person, firm, association, or corporation to collect, transport, haul, or convey any refuse over the streets or alleys of the City in any manner inconsistent with the provisions of this Chapter.

(C) It shall be unlawful for any owner, occupant, person, firm, association, or corporation to dispose of any refuse within the City except at locations designated by the City.

(D) It shall be unlawful for any person to dump, deposit, or place, or cause to be dumped, deposited, or placed, any refuse of any character in any container not owned, maintained, or otherwise provided for the particular use of the person.

(E) It shall be unlawful to engage in the business of collecting, transporting, hauling, or conveying any refuse generated within the City for compensation except as follows:

(1) Under a valid contract, with the City to provide solid waste management services.

(2) Under an approved solid waste license, issued by the City, for the purpose of providing commercial or industrial solid waste management services, only.

(3) Recyclable materials collected, transported, hauled, or conveyed within City limits by an approved, licensed collector.

(F) It shall be unlawful for any person to permit or to suffer to accumulate in or about any yard, lot, place, or premise, or upon any street, alley, or sidewalk adjacent to the lot, yard, place, or premise, owned or occupied by the person, any garbage or refuse so as to cause such yard, lot, premise, or the street, alley, or sidewalk adjacent thereto, to be or remain in the condition as to cause or create a nuisance or offensive odor or atmosphere, or thereby to be or become or cause or create a public nuisance.

(G) No person shall burn, incinerate (except with special permit issued by the Fire Chief), bury, dump, collect, remove, or in any other manner dispose of rubbish, garbage (except with special permit) within the limits of the city. No person shall throw, discard, or deposit any rubbish, garbage, or refuse in or upon any street, alley, sidewalk, or vacant ground, or in or upon any canal, irrigation ditch, drainage ditch, or other watercourse.

#### § 52.18 INSURANCE.

(A) All licensees for commercial or industrial solid waste management services and commercial recycling collection services shall secure, maintain, and keep in force throughout the term of the license, insurance coverages as required by State law and specified herein:

(1) A certificate of insurance evidencing coverage of insurance for and in the minimum amounts set forth in a schedule of required insurance coverage on file with the City Clerk's Office.

(2) Such insurance policies shall list the City as an additional insured as its interests may appear and shall require that the City be given 30 days' notice prior to cancellation for any reason. Any deductible or self insured retention shall be the responsibility of the licensee, and any self insurance amounts over \$10,000 shall require the approval of the City. The lapse of any of the above stated insurance policies shall be cause for revocation of the license.

(B) All licensees for residential recycling services shall secure, maintain, and keep in force throughout the term of the business license, insurance coverages as required by State law.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF  
THE CITY OF SIERRA VISTA, ARIZONA, THIS 23<sup>ND</sup> DAY OF JANUARY 2020.

\_\_\_\_\_  
FREDERICK W. MUELLER  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
NATHAN WILLIAMS  
City Attorney

\_\_\_\_\_  
JILL ADAMS  
City Clerk

PREPARED BY:

Jen Osburn  
Interim Budget Officer



**From:** [REDACTED]  
**To:** [Public Comment](#); [Judy Hector](#); [Sharon Flissar](#)  
**Subject:** Public Comment Item  
**Date:** Monday, December 16, 2019 10:33:29 AM

---

From: [REDACTED]  
Subject: [your-subject]

Topic: Residential Refuse Rate Increase

Message Body:

Does this mean we would be charged by the private company for recycling?

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [susan fraley](#)  
**To:** [Public Comment; Judy Hector; Sharon Flissar](#)  
**Subject:** Public Comment Item  
**Date:** Monday, December 16, 2019 6:46:55 PM

---

From: [REDACTED]  
Subject: [your-subject]

Topic: Allowing private residential recycling collection

Message Body:  
Dear City Council,

This is to voice support for contracting with private sector companies for curbside mixed-stream recycling in Sierra Vista. Please pursue this important opportunity and return curbside recycling to Sierra Vista.

Thank you.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Stephen gilmore](#)  
**To:** [Public Comment](#); [Judy Hector](#); [Sharon Flissar](#)  
**Subject:** Public Comment Item  
**Date:** Monday, December 16, 2019 12:38:52 PM

---

From: [REDACTED]  
Subject: [your subject]

Topic: Allowing private residential recycling collection

Message Body:

I approve if it doesn't cost the city and/or residents any money.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [James Howe](#)  
**To:** [Public Comment](#); [Judy Hector](#); [Sharon Flissar](#)  
**Subject:** Public Comment Item  
**Date:** Wednesday, December 11, 2019 12:10:05 PM

---

From: [REDACTED] <[REDACTED]>  
Subject: [your-subject]

Topic: Residential Refuse Fee Changes

Message Body:

Republic is our recycling partner? They offer compactors for cardboard, plastic, and aluminum. Have we looked at that option? With compaction we would make good tonnage. Called by many as a "best business practice".

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Barbara Jean Jensen](#)  
**To:** [Public Comment](#); [Judy Hector](#); [Sharon Flissar](#)  
**Subject:** Public Comment Item  
**Date:** Monday, December 16, 2019 11:40:46 AM

---

From: [REDACTED] DM>  
Subject: [your-subject]

Topic: Allowing private residential recycling collection

Message Body:

Yes, please we need collection....I have anxiety every time I have to put recyclables in the garbage bin. Not all things have to be dollar neutral or profitable to be a good idea to protect our environment. I feel the decision by the city to discontinue recycling was short sighted.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Patrick O'Brien](#)  
**To:** [Public Comment](#); [Judy Hector](#); [Sharon Flissar](#)  
**Subject:** Public Comment Item  
**Date:** Monday, December 16, 2019 10:52:26 AM

---

From: [REDACTED]  
Subject: [your-subject]

Topic: Allowing private residential recycling collection

Message Body:

I do not support allowing private residential pickup of any solid waste or recycling materials. This includes any curbside pickup by private companies. Solid waste disposal and recycling is much too important to improving and eventually solving our current environmental crisis to trust to anyone but government agencies and the elected officials that oversee them. And allowing private curbside pickup of recycling materials increases residential street repair and administrative costs to the city, not to mention additional storage space and sorting by customers.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

**From:** [Colin Shannon](#)  
**To:** [Public Comment](#); [Judy Hector](#); [Sharon Flissar](#)  
**Subject:** Public Comment Item  
**Date:** Wednesday, December 18, 2019 10:18:33 AM

---

From: [REDACTED]  
Subject: [your-subject]

Topic: Allowing private residential recycling collection

Message Body:

It is important to note that private recycling services will expand what Sierra Vista residents are able to recycle locally. The business I have had exposure to, Recyclops, accepts ALL paper, plastic, cardboard, and metal with just a few exceptions (hazardous chemicals, plastic bags, etc). They could begin operating with just 100 folks subscribing to their service and they would hire a local person with a truck to make the rounds. This would be a meaningful improvement of service especially for our eco-conscious residents willing to take the time to properly recycle all that they can, including paper.

--

This e-mail was sent from a contact form on Sierra Vista, Arizona (<http://www.sierravistaaz.gov>)

January 23, 2020

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager  
Victoria Yarbrough, Assistant City Manager

FROM: Matt McLachlan, Community Development Director

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT  
Resolution 2020-007  
Approval of a Development Agreement with GL Mountain  
Vista LLC

RECOMMENDATION:

The City Manager recommends approval.  
The Assistant City Manager recommends approval.

BACKGROUND:

Location: Mountain Vista Mobile Home and RV Community, 700 South Carmichael Avenue,  
Sierra Vista  
Owner: GL Mountain Vista LLC

On May 26, 2005, the City Council adopted Resolution 2005-079 finding the necessary conditions exist to establish Infill Incentive Districts covering the West Sierra Vista and Cloud 9 Planning Areas. The purpose and intent of the City's Infill Incentive District policy is to encourage infill development on vacant or underutilized sites and the redevelopment of dilapidated buildings or structures. A.R.S. 9-499-10 authorizes the following incentives:

1. Expedited zoning or rezoning procedures;
2. Expedited processing of plans and proposals;
3. Waivers of municipal fees for development activities as long as the waivers are not funded by other development fees; and
4. Relief from development standards.

On January 6, 2020, Staff received a request from Good Living Ventures, agent for the owner, requesting relief from the front and rear yard setback requirements of the Manufactured Home Residence (MHR) zoning district as follows:

Required Yards (measured from space line) <sup>1</sup> :	Current	Proposed
Front	10 ft.	5 ft.
Rear	10 ft.	5 ft.

<sup>1</sup> Refer to Section 151.22.011(E)(2)(e) of the City of Sierra Vista Development Code



Mountain Vista Mobile Home & RV Community contains 158 spaces with the middle section devoted to recreational vehicle use. The manufactured home park spaces vary in depth averaging approximately 80 feet. The owner has ordered ten new two bedroom/bathroom manufactured homes that measure about 66 feet in length that are scheduled for delivery at the end of this month. The requested setback relief will provide needed flexibility on placement. All building and fire separation standards will be met. The owner's representative has indicated that they intend to install additional increments of ten or more homes as the manufactured homes brought into the park are sold/leased. Each new home site will be landscaped with desert stone and some low water use plants. The proposed Development Agreement provides for a seven-foot wide public sidewalk easement along the eastern edge of the subject property to be conveyed to the City for future sidewalk construction.

**Fiscal Impact**

No fiscal impact.

ATTACHMENTS:  
Resolution 2020-007  
Exhibit 1 - Development Agreement  
Exhibit A – Location Map

RESOLUTION 2020-007

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIERRA VISTA AND GL MOUNTAIN VISTA, LLC, CONCERNING PROPERTY LOCATED AT 700 SOUTH CARMICHAEL AVENUE, SIERRA VISTA, ARIZONA, AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista and GL Mountain Vista, LLC, owner of Parcel No. 105-08-007B, have reached a Development Agreement provided in Exhibit 1 to this Resolution and incorporated by reference, for the property whose location and boundaries are shown on the map attached as Exhibit "A" to the Development Agreement; and

WHEREAS, the subject property is in the West Sierra Vista Planning Area Infill Incentive District established by Resolution 2005-079 pursuant to the requirements of A.R.S. § 9-499-10 which provides for certain relief from development standards by Development Agreement approved by the City Council; and

WHEREAS, the City's General Plan, VISTA 2030, calls upon the City to "maintain, improve, and revitalize older areas of the community" [Goal 13-1] and to "promote the Infill Incentive District Policy" [Goal 13-2]; and

WHEREAS, the execution of this Development Agreement is in the best interest of the City of Sierra Vista;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

The Development Agreement between the City of Sierra Vista and GL Mountain Vista, LLC, (with its Exhibit A"), attached as Exhibit 1 to this Resolution, is authorized and approved.

SECTION 2

The Mayor is authorized and directed to execute the Development Agreement for and on behalf of the City and the City Clerk is authorized and directed to attest the same.

SECTION 3

That the City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 23RD DAY OF JANUARY 2020.

\_\_\_\_\_  
FREDERICK W. MUELLER  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JILL ADAMS  
City Clerk

\_\_\_\_\_  
NATHAN WILLIAMS  
City Attorney

PREPARED BY: Matt McLachlan, AICP  
Director of Community Development

## Exhibit 1

### DEVELOPMENT AGREEMENT WITH GL MOUNTAIN VISTA LLC

This Development Agreement (hereinafter referred to as Agreement) is made and entered into this 23<sup>RD</sup> day of January 2020, by and between the CITY OF SIERRA VISTA, a municipal corporation organized under the laws of the State of Arizona (hereinafter referred to as City) and GL Mountain Vista LLC, (hereinafter referred to as the Owner) owner of Parcel Number 105-08-007B.

#### PART I. WITNESSETH AND SPECIAL CONDITIONS

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property for development of such property and establishing certain development rights therein.

WHEREAS, Owner beneficially owns certain real property contemplated for redevelopment within the corporate limits of the City described in Exhibit "A" attached hereto; and

WHEREAS, the City's General Plan, VISTA 2030, designates the property for high density residential use; and

WHEREAS, the property is zoned Manufactured Home Residence (MHR) under the City's Development Code; and

WHEREAS, City is desirous of further guiding and coordinating its development consistent with the Goals and Policies set forth in City's adopted General Development Plan, VISTA 2030, and subsequent land use plans or amendments; and

WHEREAS, City encourages new development and redevelopment within the Infill Incentive District area;

WHEREAS, the Infill Incentive District Policy allows relief from Development Code provisions by Development Agreement;

WHEREAS, City and Owner desire to clearly and specifically set forth respective obligations of the City and Owner pertaining to the future redevelopment of the Owner's site and other matters; and

WHEREAS, City, after due and careful consideration, has concluded that the redevelopment of the Owner's site, under the terms and conditions hereinafter set forth, all as provided by law, would further enable the City to benefit from the redevelopment, ensure orderly development, and would best serve the interests of the City.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, conditions, terms, and agreements hereinafter set forth, the parties do hereby agree as follows:

- A. City Obligation. To help expedite the redevelopment and improvement of the West End, the City agrees to reduce the minimum required front and rear yard setback for the subject property as stipulated under Section 151.22.011(E)(2)(e) of the City of Sierra Vista Development Code from ten feet from the space line to five feet from the space line.
  
- B. Owner Obligation. To provide for safe pedestrian access along South Carmichael Avenue, the Owner hereby agrees to grant the City a public sidewalk easement for full extent of the eastern seven feet of the subject property in a form and manner determined to be acceptable by the City Attorney.

## **PART II. MISCELLANEOUS PROVISIONS**

1. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings.
  
2. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
  
3. The Owner shall indemnify, protect, defend, and hold harmless the City, its Council members, officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense, directly or indirectly, in whole or in part, arising out of this Agreement except for negligent acts of the City.
  
4. Notwithstanding the provisions of Part I above, in the event the City is required to enact, take action, apply, or bind any future land use ordinances, rules, regulations, permit requirements and other requirements, and official policies of the City enacted as necessary to comply with mandatory requirements imposed on the City by county, state, or federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provision of this Agreement shall be modified as may be necessary to achieve minimum permissible compliance with such mandatory requirements.
  
5. The laws of the State of Arizona shall govern this Agreement and, in the event of litigation, venue shall be in Cochise County, Arizona.

6. In the event a party initiates action to enforce its rights hereunder, the substantially prevailing party shall recover from the non-prevailing party its expenses, court and/or arbitration costs, including taxed and untaxed costs, and reasonable attorneys' fees.
7. Time shall be of the essence for all performance required hereunder.
8. Notwithstanding the foregoing, if a dispute arises out of or relates to the Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to first try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Cochise County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

### **PART III. SUCCESSORS AND ASSIGNS**

All the provisions hereof shall inure to the benefit of and be binding upon the parties hereto as applied to Parcel Number 105-08-007B and its respective successors and assigns unless otherwise specified in this Agreement.

### **PART IV. NOTICES**

Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the United States Mail.

City Clerk  
City of Sierra Vista  
1011 N. Coronado Drive  
Sierra Vista, AZ 85635

GL Mountain Vista LLC  
24040 Camino Del Avion Ste A227  
Monarch Beach, CA 92629

### **PART V. NON-COLLUSION AND NO JOINT VENTURE**

1. Owner warrants that to its knowledge no other person or entity has been an employee or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingency and that no member of the Council or employee of the City has any interest, financially or otherwise, in Owner or its subcontractors. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability.
2. This Agreement is not intended to be, and shall not be construed as, a joint venture, partnership, or other business entity created by and between the parties, and neither party is an agent for the other for any purpose nor has the power to bind the other for any purpose.
3. No member, official, employee or agent of the City shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Owner or its successor

or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

**PART VI. SEVERABILITY**

1. Nothing in this Agreement shall be deemed to be a promise or representation by Owner to construct, open, or operate the project; provided however, that in the event that Owner fails to complete the construction of the project, that this Agreement shall automatically terminate and the parties shall have no further obligation or liability to one another.
2. Should any section, clause or provision of this Agreement be declared by the courts to be invalid, it shall not invalidate the other provisions of this Agreement.

IN WITNESS WHEREOF, THE City and Owners caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and year first above written. DATED this 23<sup>rd</sup> day of January, 2020.

**CITY OF SIERRA VISTA**

By: \_\_\_\_\_  
FREDERICK MUELLER, MAYOR

By: \_\_\_\_\_  
BEN BRABAND, OWNER  
GL MOUNTAIN VISTA LLC

STATE OF ARIZONA                    )  
  ) ss  
County of Cochise                    )

STATE OF ARIZONA                    )  
  ) ss  
County of Cochise                    )

This instrument was acknowledged before me  
me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by:

This instrument was acknowledged before  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by:

\_\_\_\_\_  
Notary Public  
My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires:  
\_\_\_\_\_

**APPROVAL AS TO FORM:**

\_\_\_\_\_  
NATHAN J. WILLIAMS  
City Attorney

\_\_\_\_\_  
JILL ADAMS  
City Clerk



**EXHIBIT A**

**LOCATION MAP  
MOUNTAIN VISTA MOBILE HOME PARK  
700 SOUTH CARMICHAEL AVENUE**



**LEGAL DESCRIPTION:**

**POR OF LOT 6 BY M&B: BEG AT SWCOR LOT 7; THN N89DEG 58MIN E86.20' NODEG 03MIN E1822.35' TO TPOB; THN S89DEG 57MIN W694.47' N21DEG 24MIN W889.12' N89DEG 57MIN E1019.66' SODEG 03MIN W828.06' TO TPOB SEC 3 22 20**