



Sierra Vista City Council
Meeting Agenda
March 25, 2021

Call to Order

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

Roll Call

Invocation

Pledge of Allegiance

Item 1 Acceptance of the Agenda

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

Public Hearing:

Item 2 Resolution 2021-018, an owner/location transfer of a Series 6 Limited Liability-type Liquor License for Jeffrey Dishoun Mack on behalf of Chill Factor Hookah Lounge LLC, 833 E Fry Boulevard #D, Sierra Vista, Arizona

New Business:

Item 3 Approval of the Regular City Council Meeting Minutes of March 11, 2021

Call to the Public

Comments and Requests of the Council

Adjournment

March 19, 2021

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 2021-018, an owner/location transfer of a Series 6
Limited Liability-type Liquor License for Jeffrey Dishoun Mack on
behalf of Chill Factor Hookah Lounge LLC, 833 E Fry Boulevard
#D, Sierra Vista, Arizona

RECOMMENDATION:

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

INITIATED BY:

Mr. Jeffrey Dishoun Mack
Chill Factor Hookah Lounge, LLC
833 E Fry Boulevard #D
Sierra Vista, AZ 85635

BACKGROUND:

The City received an application for an owner/location transfer of a Series 6, a "quota" license available only through the Arizona Liquor License Lottery or for purchase on the open market. The liquor license belonged to the Uptown 3 Theater and was sold on February 5, 2021 to Jeffery D. Mack, authorized agent for the buyer, Chill Factor Hookah Lounge LLC.

The Series 6 Limited Liability-type Liquor License will be located at 833 E Fry Boulevard #D, Sierra Vista, Arizona. The license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

State law 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 was posted on the premises on March 4, 2020, 20 days prior to the public hearing. The public hearing notice was posted and to date, no responses, either pro or con have been received. The Police Department has performed a background investigation and has given its approval for the license to proceed.

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 2021-018

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/LOCATION TRANSFER OF A SERIES 6 LIMITED LIABILITY-TYPE LIQUOR LICENSE FOR JEFFREY DISHOUN MACK ON BEHALF OF CHILL FACTOR HOOKAH LOUNGE LLC; 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/location transfer of a Series 6 Limited Liability-type Liquor License for Jeffrey Dishoun Mack on behalf of Chill Factor Hookah Lounge LLC; 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/location transfer of a Series 6 Limited Liability-type Liquor License for Jeffrey Dishoun Mack on behalf of Chill Factor Hookah Lounge LLC, 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 25TH DAY OF MARCH 2021.

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 03/03/2021 @ 02:42:11 PM

Local Governing Body Report

LICENSE

Number:	06020009	Type:	006 BAR
Name:	CHILL FACTOR HOOKAH & CIGAR LOUNGE		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2021
Original Issue Date:	11/14/1986		
Location:	833 E FRY BOULEVARD #D SIERRA VISTA, AZ 85635 USA		
Mailing Address:	833 E FRY BOULEVARD #D SIERRA VISTA, AZ 85635 USA		
Phone:	(520)221-5780		
Alt. Phone:			
Email:	CHILLFACTOR.HOOKAH@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	JEFFREY DISHIOUN MACK
Gender:	Male
Correspondence Address:	833 E FRY BOULEVARD #D SIERRA VISTA, AZ 85635 USA
Phone:	(520)221-5780
Alt. Phone:	
Email:	CHILLFACTOR.HOOKAH@GMAIL.COM

OWNER

Name: CHILL FACTOR HOOKAH LOUNGE LLC
Contact Name: JEFFREY DISHOUN MACK
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23030899 State of Incorporation: AZ
Incorporation Date: 12/17/2019
Correspondence Address: 833 E FRY BOULEVARD
#D
SIERRA VISTA, AZ 85635
USA
Phone: (520)221-5780
Alt. Phone:
Email: CHILLFACTOR.HOOKAH@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
JEFFREY DISHOUN MACK	MEMBER	100.00

**CHILL FACTOR HOOKAH LOUNGE LLC -
MEMBER**

Name: JEFFREY DISHOUN MACK
Gender: Male
Correspondence Address: 833 E FRY BOULEVARD
#D
SIERRA VISTA, AZ 85635
USA
Phone: (520)221-5780
Alt. Phone:
Email: CHILLFACTOR.HOOKAH@GMAIL.COM

APPLICATION INFORMATION

Application Number: 140448
Application Type: Location / Owner Transfer
Created Date: 03/03/2021 *A. Zee*

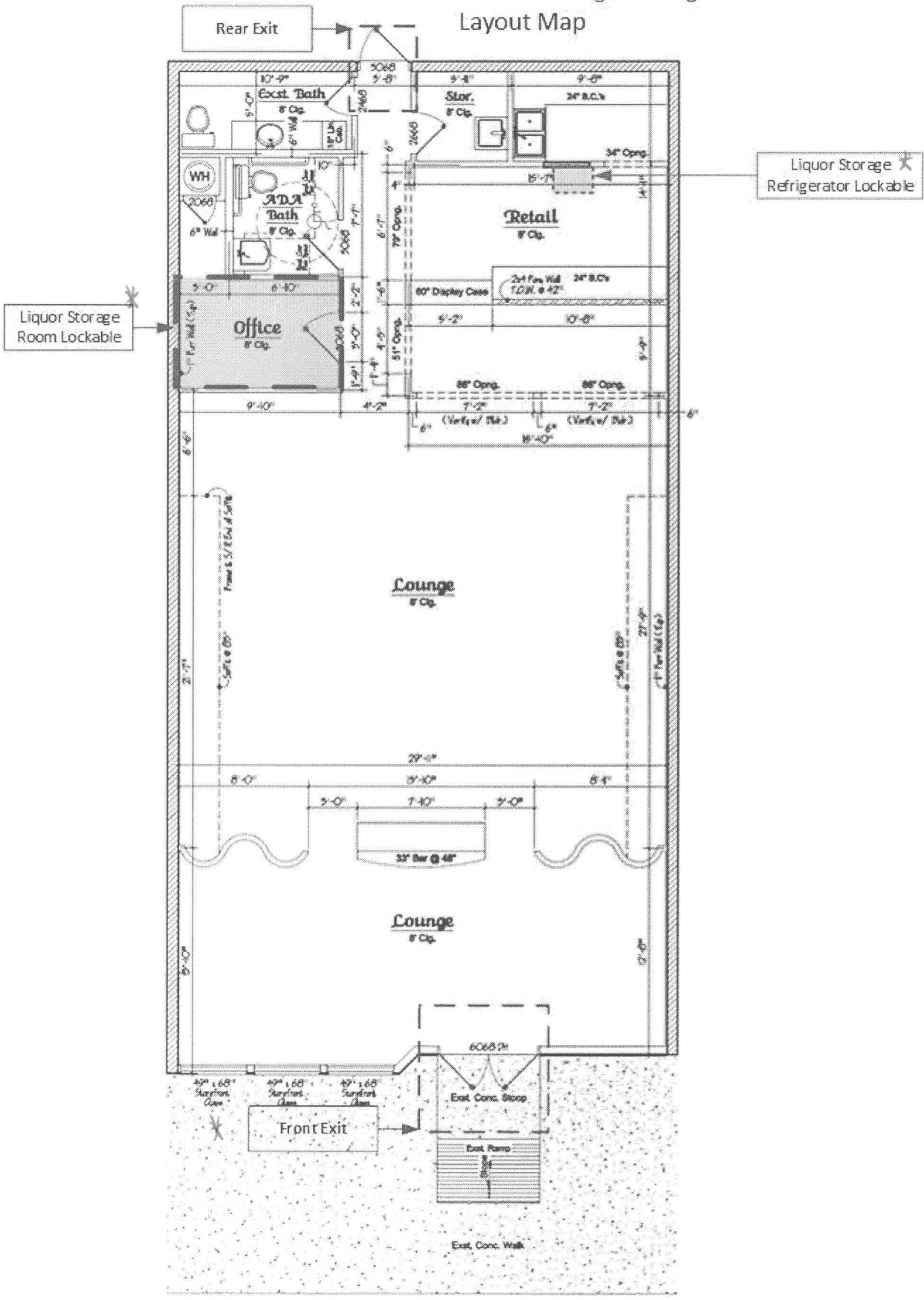
QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) 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
- 13) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
CENTER FOR ACADEMIC SUCCESS 900 E CARMELITA DR SIERRA VISTA AZ 85635
1,108.8 FEET

VICTORY CHRISTIAN CHURCH 110 N 5TH ST SIERRA VISTA AZ 85635
1,161.6 FEET
- 14) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 15) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
SURRENDER PROPERTY
- 16) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 17) Is there a drive through window on the premises?
No
- 18) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 19) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 26) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$25,000.00

Chill Factor Hookah & Cigar Lounge Layout Map

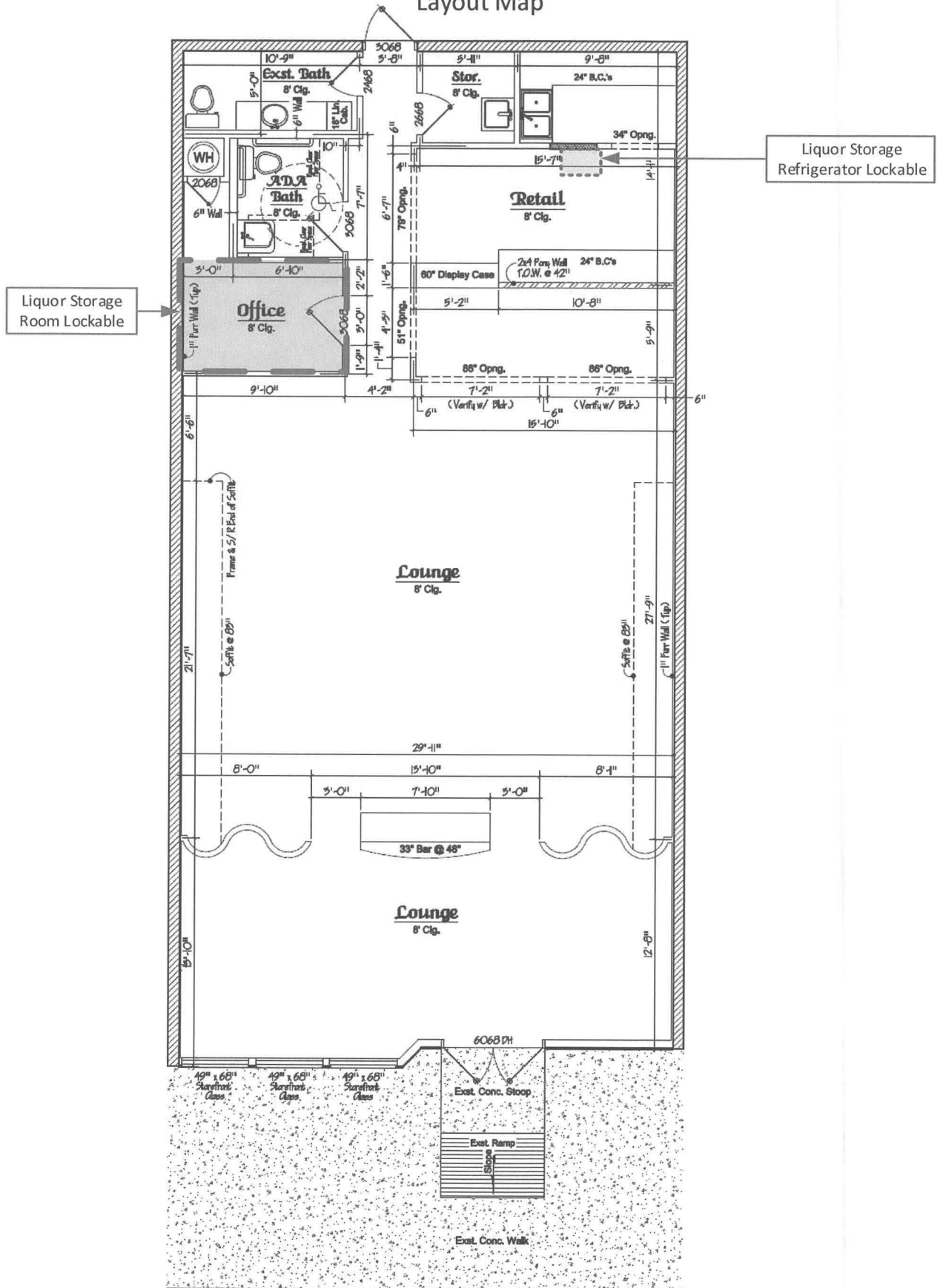


Floor Plan

Scale: 1/4" = 1'-0"

21 MAR 3 10:14 AM '24

Chill Factor Hookah & Cigar Lounge Layout Map



Floor Plan

Scale: 1/4" = 1'-0"

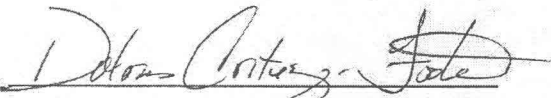
February 23, 2021

Re: Arizona Liquor License #06020009

To Whom It May Concern:

I would like to continue to use the liquor license to serve alcohol at the Uptown 3 Theatre while the sale of said license is in escrow. Once escrow is complete and ownership has transferred to J. D. Mack alcohol sales will cease. Thank you.

Sincerely,


Dolores Cortez-Foote

21 MAR 3 10:11 AM '21

BILL OF SALE

IN CONSIDERATION of the sum of **twenty five thousand dollars (\$25,000.00)**, lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

DOLORES DIANNE CORTEZ-FOOTE

hereby grants, bargains, sells and transfers unto the BUYER:

JEFFERY D. MACK, Authorized Agent for Buyer Chill Factor Hookah Lounge, LLC as his, her or their heirs, personal representatives, or assigns, to have and to hold forever the following described personal property, goods or chattels:

State of Arizona Series #06 Liquor License #06020009

FURTHERMORE, Seller warrants that she is the lawful owner of said License and hereby certifies, under oath that she has the right to sell the same as aforesaid and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED this 5th day of February, 2021.

Dolores Cortez Foote
DOLORES DIANNE CORTEZ-FOOTE
Seller

STATE OF ARIZONA)
)
) ss:
COUNTY OF COCHISE)

This instrument was subscribed, sworn to and acknowledged before me by **DOLORES DIANNE CORTEZ-FOOTE** this 5th day of February, 2021.



Michelle K Ackerman
NOTARY PUBLIC

My Commission Expires: 01/09/2023

21 APR 3 04:14 PM '21

SALE AGREEMENT FOR ALCOHOLIC BEVERAGE CONTROL LICENSE

This Alcoholic Beverage Control License Buy-Sell Purchase Agreement (hereinafter "Agreement"), entered into the 5 day of February, 2021 comprises the entire integrated contract for the sale and purchase of an Alcoholic Beverage License: 06 State of Arizona License Number 06020009 between the Seller, **Dolores Dianne Cortez-Foote** (hereinafter "Seller"), and Buyer, **Chill Factor Hookah Lounge, LLC** (hereinafter "Buyer").

The parties hereby expressly agree and covenant that this Agreement is entered into knowingly, voluntarily and intelligently, and after consultation with counsel, accountants or other professionally qualified individuals of their own choosing, if they have chosen to seek such consultation(s). Seller acknowledges that he has consulted with counsel of his choice. Buyer is free to retain and consult with counsel of his choice.

TERMS, CONDITIONS, RECITALS, COVENANTS

For good and adequate consideration, the terms of which are set forth herein, Seller agrees to sell and Buyer agrees to purchase an Alcoholic Beverage License: 06 State of Arizona License Number 06020009 now issued to Dolores Dianne Cortez-Foote for premises at: Uptown 3 Theatre, 4341 S Hwy 92, Sierra Vista, AZ 85650 (hereinafter "License"). The Seller covenants that he is the true and legal owner of said License, and is, therefore, legally authorized to undertake the sale, disposition or any other acts with regard to said License. The Buyer represents, warrants and covenants that it is under no legal restriction pursuant to the laws of the State of Arizona or the United States which would prevent it from legally acquiring the above-described License.

Pursuant to the terms set forth herein, Seller will sell and convey to Buyer his entire interest in said License.

TERMS OF SALE

The sale of the License shall be governed in accordance with the following terms and conditions:

1.1 Sale: The Seller hereby agrees to sell and convey to Buyers the entire interest in said License, as the parties hereto expressly agree to be good and valuable consideration.

1.2 Purchase Price: The purchase price for the sale, as described in paragraph 1.1, is twenty five thousand dollars (\$25,000.00) to be paid as follows: two thousand dollars (\$2,000.00) has been paid and delivered to Seller to be held in escrow and the balance of twenty three thousand dollars (\$23,000.00) shall be due and payable upon execution of this Agreement. The remaining purchase price shall be paid in the form of a cashier's check payable to Seller, and shall be presented to Seller in exchange for all documents executed in favor of the Buyer.

1.3 The Buyer and Seller hereby authorize and instruct the Seller's attorney to hold the cashier's checks delivered for the purchase price at 202 East Wilcox Dr., Sierra Vista, Arizona 85635 until the execution of all documents and the close of escrow, at which time the purchase price shall be disbursed directly to the Seller in full.

1.4 Seller is responsible for, and shall pay for, all outstanding inactive fees, owed to Arizona Department of Liquor License and Control, if any, up to the close of escrow date. After the close of escrow, Buyer shall be responsible for, and shall pay for, any and all additional inactive fees, that the Buyer may accrue for failure to transfer said license in a timely manner.

1.5 All taxes or obligations incurred by the Seller prior to close of escrow, if any, shall remain the sole obligation of the Seller and shall be paid promptly when due unless otherwise specified. Seller further agrees to indemnify and hold harmless Buyer against said taxes or obligations.

1.6 Seller is responsible for one hundred percent (100%) of the cost of processing claims and the payment of claims by taxing authorities and other creditors up to the close of Escrow.

1.7 The Buyer's attorney is hereby authorized and instructed by the Buyer to obtain a UCC Search from the Arizona Secretary of State and Cochise County Recorder for which Buyer shall be responsible for attorney fees and costs relative to the search.

1.8 Seller's Representation: Seller represents and warrants the following in good faith:

Subpart A: On the date of closing of this Agreement, the Seller will convey a good and marketable title to said License described above free and clear of any and all liens and encumbrances whatsoever and will deliver to Buyer at Closing an executed *Bill of Sale*,

EXHIBIT A.

Subpart B: Seller warrants that the liquor license being sold under this Agreement is fully transferable and has complied with all requirements for transfer under A.R.S. § 4-203. Buyer and Seller understand and agree that the transfer of said license is outside of escrow and hereby relieve attorney for the Buyer of any responsibility or liability with regards to the transfer of said liquor license.

Subpart C: Seller represents that upon opening of Escrow (or deposit of funds by Buyer) Seller shall deliver to Buyer the original executed *Section 9 of the Arizona Application for Liquor License* relinquishing Seller's interest in the license, **EXHIBIT B.**

Subpart D: The sale of said License herein is made without any guaranties or warranties on the part of Seller, other than that described in this Agreement, and Seller assumes no liability to Buyer, or any other or third parties, to include the State of Arizona and the United States, for any conditions and/or restrictions of the License sold to Buyer herein.

Subpart E: Seller warrants that said License is valid and will remain valid until Closing. Seller will not do any act which would affect the validity of the License or cause its cancellation or revocation.

Subpart F: Seller warrants that she has not performed any act or omission relating to the License which may be a violation of applicable statutes, ordinances or regulations. Seller will not perform any such act or make any such omission during the term of this Agreement.

Subpart G: Seller will satisfy or discharge all obligations arising out of the ownership or operation of the License before Closing and will satisfy all obligations of this Agreement.

Subpart H: Seller represents and warrants that the License is presently on inactive status with the Arizona Department of Liquor License and Control (hereinafter "ADLLC"). Seller will keep the License on inactive status and will not put the License in use at any time prior to the Closing. If at any time before Closing Seller is charged with any violation of Arizona laws and regulations relating to alcoholic beverages with respect to the ownership or use of the License, Seller will immediately notify Buyer of the existence of such charges and will promptly rectify, at its sole cost and expense, any such violation.

Subpart I: Seller warrants and agrees that no broker fees and/or finder fees are due to any individual and/or entity and agrees to indemnify and hold harmless Buyer and/or Buyer's attorney against any broker fees and/or finder fees due, causes of action, lawsuits, settlements, judgments and any other obligations relative to broker fees and/or finder fees arising out of the sale of said License.

1.9 Buyer's Representations: Buyer represents, warrants and covenants as follows:

Subpart A: Buyer, its assigns and agents have not misrepresented any material fact nor failed to disclose any material fact which would affect, in any way whatsoever, the terms and conditions hereof or attachments and contemporaneous transactions incorporated herein by reference or the consideration to be paid as set forth herein or performance of obligations required hereby.

Subpart B: Buyer warrants that it takes said License "as is/where as", and without any recourse against the Seller; further, that the Buyer has not relied upon any representations of the Seller, other than as set forth herein.

Subpart C: Buyer warrants and represents that it will take all steps necessary to comply with Arizona Revised Statutes relative to maintaining a registered office in the State

of Arizona, and execute the documents necessary to receive all the interest in said License and to comply with any other Arizona laws.

Subpart D: Buyer warrants and agrees that its officers, directors or members or other controlling persons are qualified for licensure pursuant to A.R.S. § 4-201 *et seq.*

Subpart E: Buyer warrants and agrees that it will be solely responsible for any and all fees and costs associated with the pre-investigation by the licensing authority to determine whether the Buyer is qualified for licensure under the law.

Subpart F: Buyer warrants and agrees that it will be solely responsible for any and all fees and costs assessed by the State of Arizona, the County of Cochise and the City of Sierra Vista, or any other municipality charged and/or assessed to effect the transfer of said License Seller.

2.0 The parties understand and agree that the sale of said License is subject to and on the condition that the transfer of said License is approved by the proper authorities of the State of Arizona.

2.1 The parties jointly and severally promise to indemnify and hold Buyer's attorney harmless of and from all costs, charges, damages, claims, judgments, attorney fees, expenditures, obligations, expenses and liabilities of every kind and nature which Buyer's attorney may incur or sustain in connection with this escrow. Buyer's attorney is hereby given a lien upon all of the right, title and interest of all parties hereto in all escrow papers, documents and writings and other property and monies deposited in escrow to secure performance of the promises contained in this paragraph.

2.2 Implementation Documents: Each party agrees to execute such further and additional documents and instruments in writing as may be necessary, proper, required, desirable or covenant for the purposes of fully effectuating and implementing the terms and provisions of this Agreement. Such documents shall be attached hereto as an exhibit and thereby fully incorporated herein.

2.3 Binding Effect: This Agreement shall be binding upon and shall incur to the benefit of the parties, and their respective heirs, beneficiaries, personal representatives, successors, successors-in-interest and assigns.

2.4 Time of Essence: The parties hereto expressly agree that time is of the essence with regard to this Agreement. In the event, however, that the terms or provisions of this Agreement require an act to be done or an action to be taken on any date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.

2.5 Interpretation: In the event of any specific and direct conflict between, or in the event of any ambiguity resulting from the terms and provisions of this Agreement, or the terms and provisions of any documents, instruments or other agreements executed in connection herewith or in furtherance hereof, said terms shall be intentions of each and all terms, conditions, representations and covenants of this Agreement and said other documents, instruments and agreements, none of which shall be deemed to prevail ipso facto.

2.6 Entire Agreement: Except as specifically set forth herein, each party acknowledges and agrees that no representations have been made to, or relied upon by them or any person acting on their behalf in connection with the subject matter of this Agreement, and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof which are not specifically set forth herein.

2.7 Construction: The terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection with or in furtherance hereof, result from arms-length negotiations between Seller and Buyer, each of whom has consulted with counsel of their own choosing. Seller and Buyer expressly agree and state that neither of them have acted under duress or compulsion, whether legal, economic or otherwise, and have executed this Agreement and close said purchase voluntarily, knowingly and intelligently. The terms and provisions of this Agreement, and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance

hereof, constitute the entire integrated Agreement between the parties. The terms and provisions of this Agreement and the terms and provisions of any document, instrument or agreement executed in connection herewith or in furtherance hereof shall be interpreted and construed in accordance with their usual and customary meanings and are contractual in nature, not mere recitals. Seller and Buyer hereby expressly waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement where application of the same would work to defeat the clear, unambiguous and express intention of the parties hereto. In the event of legal action regarding the applicability, interpretation, meaning of or legal effect of any term or provision of this Agreement, and any terms or provision of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, which results in a holding by a court of competent jurisdiction that the term and/or provision is void or for any other reason cannot be applied, such finding shall not be construed to in any way affect any other term and/or provision of this Agreement, or any other term and/or provision of any document, instrument or other agreement executed in connection herewith and in furtherance hereof, and the remaining terms and provisions of the same shall remain in full force and effect.

2.8 Jurisdiction and Venue: The parties hereto expressly agree that in the event of a dispute between the parties hereto and the subsequent filing of a lawsuit by either party, venue and jurisdiction shall vest in The Cochise County Superior Court of Arizona.

2.9 Attorney fees and costs: The parties hereto expressly agree that the successful party to any dispute between the parties hereto which results in the filing of a lawsuit shall be awarded any and all reasonable attorney's fees incurred as a result of such a dispute, unless the parties agree to a settlement of the same with a term or terms in conflict with this provision. Said successful party shall also be awarded any and all costs necessarily incurred in the prosecution or defense of any such dispute pursuant to A.R.S. § 12-341.01. Costs shall be limited to those currently available under said statutes.

3.0 Reasonable diligence: The parties hereto expressly agree and state that they shall perform their duties as set forth herein as quickly as possible, and shall take all reasonable and usual efforts to do so.

3.1 Execution and Closing: The parties hereby expressly agree that execution of this Agreement and any and all other documents, transactions and agreements, if required at the time of closing, shall occur not later than _____, unless agreed to in writing by the parties hereto and made an amendment hereto.

WHEREFORE, the parties have executed this Alcoholic Beverage Business Buy-Sell Purchase Agreement this 5 day of February, 2021.


DOLORES DIANNE CORTEZ-FOOTE
Seller

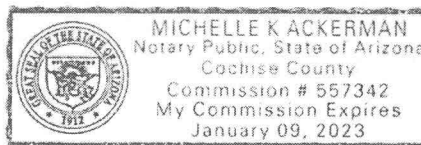
STATE OF ARIZONA)
)
) ss:
COUNTY OF COCHISE)

This instrument was subscribed, sworn to and acknowledged before me by **DOLORES DIANNE CORTEZ-FOOTE** this 5th day of February, 2021.


NOTARY PUBLIC

My Commission Expires:

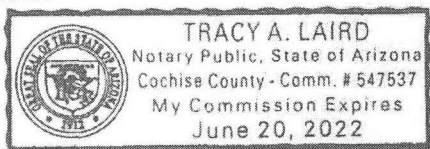
01/09/2023




JEFFERY D. MACK, Authorized Agent
for Buyer Chill Factor Hookah Lounge, LLC
833-D Fry Blvd
Sierra Vista, AZ 85635

STATE OF ARIZONA)
) ss:
COUNTY OF COCHISE)

This instrument was subscribed, sworn to and acknowledged before me by **JEFFERY D. MACK**, authorized agent for Chill Factor Hookah Lounge, LLC, this date 5 day of February, 2021.





NOTARY PUBLIC

My Commission Expires:



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

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

804-983

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#: 140448

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent	<input checked="" type="checkbox"/> Premises Manager (complete all questions except #12)
--	---	---

2. Name: Mack Jeffrey Dishoun Birth Date: ___/___/___
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: _____

4. Place of birth: _____ Height: _____ Weight: _____ Eyes: _____ Hair: _____
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ___/___/___
Last First Middle (NOT a public record)

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

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: Chill Factor Hookah & Cigar Lounge Business Phone: 520/221/5780

9. Business Location Address: 833 E. Fry Blvd Ste D Sierra Vista Az Cochises 85635
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1/2020	CURRENT	Owner	Chill Factor Hookah Lounge 833 E. Fry Blvd Sierra Vista Az 85635
6/2018	Current	Manager	2133 Cushing Street Greely Hall, Bldg 61801 Ft. Huachuca, AZ 85613
11/2008	6/2018	Manager	2nd Theater Signal Brigade (TSB) Unit 29800, Wiesbaden Germany Box 0083 APO AE 09005-9800

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

804-983

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.

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Liquor License#: 06020009 / 140448

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent	<input checked="" type="checkbox"/> Premises Manager (complete all questions except #12)
--	---	---

2. Name: MACK Jeffery Dishioun Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Riverside, CA USA Height: 5'11" Weight: 220 Eyes: Br Hair: Br
City State COUNTRY (not county)

5. Name of current/most recent spouse: McCline Daphne Lashay Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 6/15/2018

7. Daytime telephone number: 520-221-5780 E-mail address: chillfactor.hookah@gmail.com

8. Business Name: Chill Factor Hookah Lounge LLC. e' Agar Large Business Phone: 520/221/5780

9. Business Location Address: 833 E. Fry Blvd. Sierra Vista, AZ Cochise 85635
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1/2020	CURRENT	Owner	Chill Factor Hookah Lounge LLC. 833 E. Fry Blvd. Sierra Vista, AZ 85635
11/2008	Current	Manager	Fort Hucachuca, AZ

(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
6/2018	CURRENT	500 S. Carmichael Ave. Sierra Vista, AZ 85635
6/2005	6/2018	52 Geschwister Scholl Weiesbaden, Germany

(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

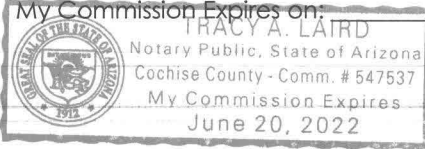
**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

NOTARY

I (Print Full Name) Jeffery S. Mack 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: [Signature] State of Arizona County of Cochise
 The foregoing instrument was acknowledged before me this 17 Day of February, 2021
 Day Month Year

My Commission Expires on: 6/20/2022 Date



[Signature]
Signature of Notary

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

PRINT NAME: Jeffery Mack SIGNATURE: [Signature]

I had submitted a BYOB application in Nov 2020. I was contacted shortly thereafter by an inspector that shared with me that I would not qualify for a BYOB license and would be better off applying for a Series 6 license.

A handwritten signature in black ink, appearing to be "J. C. Smith", written over a horizontal line.

21 MAR 3 14:14: PM '24



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) ^{Dishon} Jeffery Mack

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

If **Yes**, indicate place of birth:
 City Riverside State (or equivalent) California Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.
 2) Name of document: Arizona ID Card
 Go to Section IV.

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

21 APR 3 09:14 PM '08

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.

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.

^{Dishon}
Jeffery Mack

Individual Owner/Agent Printed Name


Individual Owner/Agent Signature

17 Feb 21
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.

Arizona IDENTIFICATION CARD USA
NOT FOR FEDERAL IDENTIFICATION

1. IDN [REDACTED]
3. DOB [REDACTED]

4. EXP [REDACTED]

5. SEX M 6. EYES BRO 7. HAIR BRO
8. HGT 5-11" 9. WGT 225 lb

10. ISS 02/03/2020
VETERAN

11. DD 6047C9648M1038J6

MACK
JEFFERY DISHOUN
500 S CARMICHAEL AVE APT 210
SIERRA VISTA, AZ 85635-3086



21 MAR 3 17 PM '24



**For Identification Only,
Not For Operation Of A Motor Vehicle**

Rev 02/14/2013

You Must Report a
Change of Address
Within 10 Days



2003420243918860701

Sierra Vista City Council
Meeting Minutes
[March 11, 2021](#)

Mayor Mueller called the March 11, 2021 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 Gregory Johnson - present
Council Member Angelica Landry – present
Council Member Sarah Pacheco – present
Council Member Carolyn Umphrey - present

Others Present:

Chuck Potucek, City Manager
Adam Thrasher, Police Chief
Matt McLachlan, Community Development Director
Jill Adams, City Clerk
Nathan J. Williams, City Attorney

Invocation – Pastor Greg Rowles, God is Good Church, led everyone at the Council Meeting in prayer.

Pledge of Allegiance – Council Member Pacheco 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 March 11, 2021 be approved. Mayor Pro Tem Gray seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Pacheco, and Umphrey voting in favor.

Awards and Presentations

[Presentation by J.D. Rottweiler on the success of the City of Sierra Vista and Cochise College Partnerships](#) - Dr. J.D. Rottweiler, Cochise College President, spoke about partnerships, programs, the pandemic, and opportunities.

Mayor Mueller shared that when he used to take his father to the hospital, he noticed that there were several RNs that did not have their Bachelor of Science. The University of Arizona and NAU as well as Arizona State are very protective of that and the challenges/needs for rural RNs with a BS Degree should be addressed. He further stated that he is putting in a bid on behalf of the community and he hopes that Cochise College is seriously looking at a four-year degree BS Nursing Program, soon.

Dr. Rottweiler stated that it would be one of those areas that the College would look at because the College wants to continue its strong partnership with the University of Arizona and College of Applied Science and Technology. He further stated that he had discussions with Dr. Packard

about some initiatives and added that the College will look for ways because they want to provide the service as it is not where they get their education, it is can they get their education? There needs to be recognition of the changes in the world of work. The pandemic has escalated many of those issues and the College needs to be prepared to train not only traditional students, returning adults, but the large group of individuals who may have started the degree and never finished. As the world of work changes, as automation, etc. come in, the College must be prepared to provide short term training that allows people to succeed in the new economy. Also, this would be a nice tool to have in the toolbox.

Council Member Benning stated that he is a proud Cochise College alumna and noted that 93.3 on the National Council of Licensure Examination is outstanding because the State average is below 80.

Dr. Rottweiler stated that when the pandemic set in the College was reduced in clinical opportunities; therefore, they worked hard with the State Board of Nursing and implemented some virtual simulations. They cannot replace a clinical experience, but it was found that by doing a virtual scenario, they can repeat the same scenario repeatedly, which then makes it come to life in the clinical. In a clinical setting, they can only do the same procedure so many times on the same patient. It was found that the test scores went up by implementing some virtual labs. This was a learned opportunity that will be continued in the program.

Mayor Pro Tem Gray thanked Dr. Rottweiler and stated that she is very proud to live in Sierra Vista and she always tells people that when asked. She also uses Cochise College as a reference point because a lot of people know of it. She shared that her sister, the Deputy Director of Admissions at the University of Southern Mississippi in Hattiesburg, who is now Doctor Clement, always speaks highly of the transfers and it is clear across the country coming from Cochise and enrolling at the University of Southern Mississippi. Cochise College is known, and it is always positive. Lastly, she stated that she is grateful for having them in the community.

Dr. Rottweiler stated that the College needs to be viewed as an asset by Council and all areas. If the College is not on the front page of any recruiting materials, then they better be on the second page because if they are not, then he has failed in his leadership. He also stated that they take great pride in being Cochise Community College, community is their middle name, and they mean that sincerely. If the community is successful, hopefully it is because the College has been successful and that is what they try to do.

Mayor Mueller thanked Dr. Rottweiler and stated that the Council is very proud of the College.

City Manager's Report:

Mr. Potucek announced that the next regularly scheduled City Council Work Session is scheduled on March 23, 2021 at 3:00 p.m. in Council Chambers, the next Council Meeting will follow two days after on Thursday, March 25, 2021 at 5:00 p.m. also in Council Chambers. During this week, the Council will be engaged in strategic planning at various times occurring at Fire Station No. 3. He reported that the bids for the Apron/Taxiway J Rehabilitation Project are due March 16, 2021. The Street Maintenance/Pavement Patching, Crack and Sand Seal Project had additions to the scope of work; therefore, the bid due date was extended to March 19, 2021. The pre-construction meeting with KE&G took place last week, and the contractor began surveying on March 8, 2021, and will begin to mobilize equipment in the next few days for the CDBG Soldier Creek Park and James Landwehr Plaza Improvements. Grail Construction is preparing their design documents for submittal to the Building Department and anticipate

submittal in the next two days, with an estimated start date in April 2021 for the Police Department Locker Room Remodel. Lastly, he reported that construction is wrapping up for the State Parks Grant for the St. Andrews Parking Lot, and there is another grant application opportunity for \$150,000 that staff is hoping to be able to apply for and get to help those projects along as well.

Item 2 Consent Agenda

[Item 2.1](#) Approval of the Regular City Council Meeting Minutes of February 25, 2021

[Item 2.2](#) Resolution 2021-016, Approval of the Holiday at PDS, Phase 5B final plat, Lots 30-59, Acceptance of Subdivider's Agreement, and Improvement Security

Council Member Benning moved that the Consent Agenda consisting of the Regular City Council Meeting Minutes of February 25, 2021 and Resolution 2021-016, final plat for Holiday at PDS, Phase 5B, Lots 30-59, Subdivider's Agreement, and Improvement Security, be approved. Council Member Umphrey seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Pacheco, and Umphrey voting in favor.

Public Hearings:

[Item 3](#) Consideration of Funding Applications for Program Year 2021 Community Development Block Grant (CDBG) Annual Action Plan

Mr. McLachlan stated that the purpose of the public hearing is to consider applications for next year's allotment of Community Development Block Grant funding. The amount expected to be received is \$254,678, a 6.3 percent decrease over last year's allocation. The preliminary guidance that staff receives from Council will be factored into the Annual Action Plan that will be presented to Council during their second meeting in April followed by a 30-day public comment period. The final draft will be presented on May 27, 2021 for submission to HUD.

As presented during the work session on Tuesday, March 9, 2021, staff's recommended use of the funds is as follows:

- \$174,678 for public facility improvements at Eddie Cyr Park for the construction of the parking lot shown on the Phase II Master Plan. The funding proposed for the Program Year 21 Annual Action Plan will allow the City to complete the parking lot as a single construction phase which will save the City money. The parking lot is needed to accommodate tournaments that are taking place on the new sports fields.
- \$50,000 for housing rehabilitation through the City-administered Emergency Home Repair Program. This would provide low-income homeowners within the city limits to receive grant funding for emergency repairs to substandard conditions as well as accessibility improvements. The proposed funding will get the City halfway to the \$100,000 goal established in the Consolidated Plan.
- \$15,000 for neighborhood stabilization activities. This would augment the City's abatement fund to carry out blight removal activities and provide fee waivers for roll off containers to assist low-income homeowners with cleanup projects.

- \$15,000 for outside nonprofit agency assistance. This amount is consistent with historic funding levels outside of the special funding provided for COVID-19 relief. This year the City received three applications, two are for projects and one is for program services.

Mayor Mueller asked Council Members if they had questions for Mr. McLachlan on the infrastructure facility improvements, housing rehabilitation or the neighborhood stabilization money.

Council Member Benning asked if the City gets back any money not granted/allocated to an outside nonprofit. Mr. McLachlan stated that the City's staff proposal earmarks \$15,000 for outside nonprofits. If Council were to go above that, then staff would have to adjust other projects to accommodate that amount.

Mayor Mueller noted that the proposal is \$174,000 plus for public facilities, \$50,000 for housing rehabilitation services, \$15,000 for the provision of needed services, and \$15,000 for neighborhood stabilization. He explained that if Council decides not to follow staff's recommendation to fund all applicants, they need to tell Mr. McLachlan where to adjust.

Mayor Pro Tem Gray stated that she is aware of a \$7,500 cap on applicants for the emergency home repairs and asked how many individuals will be helped. Mr. McLachlan stated that the same amount of money was allocated in 2017 and at that time 12 homeowners were assisted.

Council Member Johnson asked why the cap is \$7,500 instead of \$5,000 or \$3,500. He added that he would like to help as many people as possible. Mr. McLachlan stated that staff modeled this after other emergency home repair programs, but that figure can be adjusted if Council would like to try and reach more residents.

Mr. Potucek stated that one of the real issues with declining CDBG revenues, and it appears that this trend will continue in the future, is that Council had expressed the desire in the past to try and get some badly needed infrastructure projects in the low to moderate income areas and for the most part, the City has been successful in doing that; however, costs of materials/labor for such projects are going up. Staff can change the allocation per the Council's desires for either the emergency repair programs or the nonprofits, but it absolutely inhibits the ability to do any infrastructure projects as those funds are eaten and not much will get done with that otherwise.

Mayor Pro Tem Gray asked Mr. Potucek that if Council goes forward on the neighborhood stabilization, would the \$15,000 help to offset the Abatement Fund in the General Fund. Mr. Potucek stated that it is a different type of program because it is geared towards low to moderate income. Any of these things can be budgeted for in the General Fund for those purposes just like it is done for abatement. However, this program lends itself to CDBG.

The Southwest Fair Housing Council:

Ms. Tasha Lynch stated that the Southwest Fair Housing Council is the only fully funded statewide agency in Arizona and predominantly funded by HUD. The Southwest Fair Housing Council has been fully funded for over 30 years and their mission is to provide services to achieve and preserve equal access to housing for all people with the vision of eliminating all forms of illegal housing discrimination.

Southwest Fair Housing Council has enforcement, education, and outreach departments. They promote fair housing, access to opportunities and recently developed a housing response program due to COVID-19.

Southwest Fair Housing Council serves the entire State of Arizona, but also has partnerships to expand impact in the communities. They enforce the Fair Housing Act and federal statutes; however, there are certain communities that have additional protection that they also work with. In the City of Sierra Vista, they would be largely working with the Federal Act and State.

Enforcement Program - entails people contacting them with their fair housing issues, and the Southwest Fair Housing Council evaluating their situation.

Referral Program – referring people to other statewide organizations. The Southwest Fair Housing Council does fair housing investigations if a client has contacted them, which strengthens the enforcement action that can be taken. They also do systematic testing, and it is not based on someone calling them with a complaint. They do a lot of this in the rental market, and they can investigate the home buying process, lending, and insurance as well.

Recently the Southwest Fair Housing Council had a prisoner re-entry initiative, where they looked for communities that have blanket bans on people with a criminal background or people that are using criminal backgrounds policies.

The Southwest Fair Housing Council has also worked with the different refugee organizations, but the largest element is working with persons with disabilities and services are free to clients. Currently they serve residents of Sierra Vista.

Education Program - a robust program that involves training and education to real estate agents and property managers. They develop and distribute literature and hold events and have started to develop a broad media as well as public service announcements.

The Southwest Fair Housing Council developed a section dedicated to housing related COVID resources. They have a referral section and they have been able to adjust the way that they deliver their programs and grants.

The Southwest Fair Housing Council is funded to provide fair housing services statewide, but they are not necessarily funded to target outreach and media that raises community awareness of fair housing rights and responsibilities and that is what their proposal is about. They would like to do two public service announcements in print or different forms that show media. They are open to talking to the City's staff if there are recommendations or places that they think it would be most appropriate to place these. When they do digital media public service announcements, they utilize Geofencing to target specific locations in the community. They also focus on any protected class. They would also like to do an in-person event or clinic in Sierra Vista, but if not, possible they have developed a Facebook live options and it can be either in English or Spanish. These events can meet the other in-person events grant deliverables.

The Southwest Fair Housing Council would also like to include two trainings that can be virtual for housing providers, other agencies, and advocacies to build partnerships within the community. With this media campaign there might be an increase of calls to their office.

Mayor Mueller asked if the request for \$10,000 is for a media campaign. Ms. Lynch stated that he is correct.

Mayor Mueller asked if the request includes two public service announcements, a virtual training, and Facebook outreach. Ms. Lynch stated that their request also includes training.

Mayor Mueller asked Ms. Lynch if she is aware of the Southeastern Arizona Governments Organization (SEAGO). Ms. Lynch stated that she is aware of SEAGO.

Mayor Mueller stated that within the last two years, SEAGO has done trainings in town and their organization does that as part of their normal operation when the City requests their assistance. He wonders why the City should pay an additional \$10,000 for services that they are already receiving. Ms. Lynch stated that it is a valid concern. The bulk of the funding would be going towards media placement; however, she is not aware of how SEAGO could do something like that.

Mayor Mueller stated that the City of Sierra Vista is a member of SEAGO, and they run a regular government budget. Ms. Lynch stated that the value added is that the Southwest Fair Housing Council can provide the additional enforcement services than calls and inquiries that are generated to the organization.

Mayor Mueller stated that when the City receives complaints, the City goes through the same organizations that the Southwest Fair Housing Council does as well. The City may not have the expertise, but the City contacts those organizations to help the citizens and landlords with complaints.

Council Member Johnson thanked Ms. Lynch for her presentation and asked about the number of cases that the Southwest Fair Housing Council has uncovered on discrimination in Sierra Vista and brought to conclusion by either settlement or lawsuit in the year 2020. Ms. Lynch stated that it is zero and that is one of the reasons why the Southwest Fair Housing Council would like to get more information into the community on fair housing rights and responsibilities.

Council Member Pacheco asked if the Southwest Fair Housing Council is currently working with any organizations in the area. She noted that Sierra Vista has several organizations that work on housing initiatives. Ms. Lynch stated that they have not in the last two years. Previously, they were very involved with some as they had received funding to work with veteran programs.

Council Member Benning thanked Ms. Lynch for presenting and reaching out to Sierra Vista. He noted that another organization that does a good job on public service announcements and getting the word out is the County Housing Authority. He suggested that the Southwest Fair Housing Council get in touch with them and inquire about extra budgeting and grants to help with their process. He added that he does not see a good return on investment for Sierra Vista at this time; maybe going forward if there are cases.

Good Neighbor Alliance Program:

Dr. Lea Deluca, Program Director, and grant writer, accompanied by Father Greg, Vice President, on behalf of the Good Neighbor Alliance stated that Good Neighbor Alliance is the only homeless shelter in Sierra Vista. The shelter opened their doors in 2003 and serve approximately 23 to 25 participants and guests that depend on the configuration of five family rooms where women and families are housed, one dorm with a bed for men, a hotel voucher program for people that they may not be able to help stay at the shelter for a variety of reasons.

Good Neighbor Alliance also has bus passes, an outreach program where they go out throughout Cochise County and visit people in their camps to establish rapport and hopefully three, four and five contacts later they may be convinced to go into the shelter, a funded program called the Path Program that works with the seriously mentally ill. Good Neighbor Alliance has a rapid rehousing program that helps getting people housed and a shower program where people can come into the shelter on Monday, Wednesday, and Friday to shower. There is also a laundry room thanks to a grant that enabled them to purchase new washing machines and dryers. They also have a kitchen, the reason why Good Neighbor Alliance is seeking CDBG funds.

Good Neighbor Alliance's kitchen opened in 2005 and to-date there have been no renovations. They serve seven meals per week, one hot meal every single day of the week plus a cold breakfast. The opportunity is offered to those individuals that are in the shower program to get something to eat while they are showering or doing their laundry. Good Neighbor Alliance will open to individuals that have been identified being at risk or on the very edge. People that they have been able to get into apartments are also provided meals because for the first few weeks they need to stock away their money. This works out to approximately 750 meals for the year.

The kitchen is 100 percent volunteer run and it has been relying on the goodness of the community to cook meals. The food is 100 percent donated and currently Good Neighbor Alliance is in the position where the cabinets and drawers are falling apart. There is no dishwasher and there is a very limited pantry area. Good Neighbor Alliance has been a position where they have had to turn away food because they had no place to put it. They bag it up and give it away to people that might be at the shelter.

Good Neighbor Alliance is not being fancy with their request for a kitchen. They are looking at resurfacing and redoing the upper and lower cabinetry, some new Formica counter tops, fixing the drawers, purchasing a dishwasher, and installing a two foot by six inch deep, seven foot tall by 16 inches long pantry area so that they can put away food. They have had a reduction in volunteers due to COVID and so they have been working extra hard to make sure that the volunteers that have stayed on and show up every night are taken care of. The kitchen has also been opened to AAA meetings that occur once a week.

Mayor Mueller thanked Good Neighbor Alliance for all the things they do for the community. He stated that he is aware that Father Greg and other folks in the community work hard to get the organization up and running. He noted that the last time that he was in their kitchen, he was helping his youngest sister and husband, volunteer cooks. He then asked if they are required by the Health Department to have a commercial kitchen. Ms. Deluca stated that she does not know the answer because it was well before her time, but she is aware that a commercial kitchen was set up.

Mayor Mueller noted that commercial grade kitchens tend to be more expensive; therefore, he wants to make sure that their request is accurate.

In response to Mayor Mueller, Dr. Deluca stated that 300 is the number of people that Good Neighbor Alliance reaches out and touches throughout the year. Mayor Mueller stated that he is really looking at the 700 count that are using the kitchen because that is important for everyone to know and understand.

Council Member Benning stated that as someone who cooks and eats often at Good Neighbor Alliance, he is aware of the need for a new kitchen. He asked if a walk-in freezer is included in the plan. Dr. Deluca stated that the walk-in freezer is not because they have a new freezer.

Council Member Umphrey stated that in having volunteered at Good Neighbor Alliance, she is aware that they are in desperate need of a new kitchen. She stated that she would have liked to have seen a budget breakdown on how much they anticipate spending on each item. Dr. Deluca stated that she only has an estimate of the entire list.

Council Member Umphrey asked for a timeline of how long it will take to remodel the kitchen. Dr. Deluca stated that they know that the money is not available until November. Their plan is to rearrange their shower program to accommodate that renovation. She added that they will probably have to set up a separate area inside the other building and do some catering.

Council Member Johnson asked about the number of meals provided daily. Dr. Deluca stated that it is going to depend on the number of people that are at the shelter. The Good Neighbor Alliance has 23 to 25 persons during the evening, and 23 to 25 in the morning. The shelter has 10 to 15 people show up for the shower program on Monday, Wednesday, and Friday and those people are fed. There are also folks that have been identified that can use a meal, so they are brought in to be fed. It works out to about 750 meals for the year because it depends on who they can reach out to.

Mayor Mueller stated that Good Neighbor Alliance has been at capacity for the last several months. Dr. Deluca stated that they have been and noted that all the family rooms are filled.

Society of St. Vincent de Paul, St. Andrew Conference:

Pauline Fredericks, Vice President, accompanied by Jim Scott, grants writer and Diane McDaniel on behalf of the Society of St. Vincent de Paul of the St. Andrew Conference in Sierra Vista, stated that they want to acquire a grant that they believe is needed.

St. Vincent De Paul is located on Bartow and Fifth Street, but a lot of people do not realize that there is more than one part of St. Vincent De Paul. They have been operating for 47 years and they are planning on staying in Sierra Vista. The two main parts of Society of St. Vincent de Paul are the food bank and the Conference, main office, that a lot of people do not know about.

The main office is connected to the food bank and each month they greet about 1,300 families, which is about 3,300 family members requesting food, rent, utilities and more. The Conference is composed of 35 volunteers that work on a rotating schedule to safeguard the people that are spiraling down to catch them before they fall into a financial and mental crisis. Their main thing is to provide hope and they never want to say that they cannot help them.

St. Vincent De Paul is open five days a week from 12:00 p.m. until 4:00 p.m. and when their doors are open, they provide person to person contact with individuals who seek help. Their goal is to assist the less fortunate and those in a crisis. Their dignity is guarded, and their pride is protected, and confidentiality is optimal. The Conference coordinates with the thrift store by fulfilling clothing and furniture vouchers that are requested during an interview. Every penny spent at the store stays in the Sierra Vista community. The operations are funded by grants and donations, specifically designated for feeding the hungry and providing necessary safety net to avoid spiraling down. The focus is to improve the lives of each person that they meet. If they run out of funds, they reach out to local churches and other organizations that have come to aid.

Since COVID, St. Vincent De Paul has taken precautionary measures and completely changed the way that they greet people. In the past they used to come in and someone would sit with them in an office, face to face for the smallest request. Now a person must be six feet away, standing at the door, and everybody must wear a mask. If they request assistance with rent or utilities or something that is not a food box, their name and number is taken, and they are asked to sit in their vehicle while their landlord or utility company is called to assess what is needed.

St. Vincent De Paul needs a paved parking lot because the one that they currently have is completely roped off to take COVID precautions. The other area, where people park is completely unsteady. Their friends are low income, many are young families, some are mentally handicapped, physically handicapped with walkers, canes, and wheelchairs. St. Vincent De Paul is reluctant to put chairs outside because there is not enough staff to be going out to sanitize. The current parking lot is a hazard and presents a great challenge for people facilitating a shopping cart to haul the food box to their car. The surface is large gravel causing footing to be dangerous and there are many people on an annual basis that are served, 13,000 individuals and more depending on the day and time. There needs to be a barrier free parking lot with any easy access to the door.

St. Vincent De Paul is aware of the American Disability Act and need a safe parking location for their friends. St. Vincent De Paul supports the City's efforts to combat homelessness and will always continue to do their part.

Mayor Mueller thanked Ms. Fredericks for her presentation and voiced his appreciation for everything that the organization does. He stated that as a board member of the Salvation Army, he is aware that all the agencies work together to deal with homelessness, housing and all issues that are important for those that are less fortunate. He noted that St. Vincent De Paul has probably been doing this the longest in the community and they do a great job, which is greatly appreciated. He further stated that the request mentions sidewalks and sidewalks are the City's responsibility if it is in the right-of-way.

Mayor Mueller stated that he looked at the property and believes that the request is for the area that does not have concrete to the east of the main entrance. It is a rough surface, but there are a lot worse in the community and some of the City's properties that need to be addressed. He added that it is difficult, and it is not ADA accessible, but it is probably barrier free to the extent that it is liked to include the corner that has the old strips rather than rumble strips – the new requirement for sidewalks. Lastly, he stated that the challenge that the City has is the request for \$32,000 to pave the parking lot. Ms. Fredericks stated that the quote is from the only game in town. They did get an estimate from KE&G, which is \$1,000 less than this one, but they do not do Davis Bacon Wages.

Council Member Pacheco stated that she is over at St. Vincent De Paul off and on because she is in partnership with the organization, and she has noticed that during Thanksgiving, Easter etc. the whole dirt area is full of cars as well as during food box distribution. People are lined up on the street and it is a much-needed area to be paved.

Mayor Mueller stated that he is not stating that it is not needed because he thinks that it is, but the question is how to prioritize, the challenge that Council will face. Ms. Fredericks stated that they have entertained the thought of matching funds, if that is what it came down too.

Council Member Pacheco asked if the estimate includes making the sidewalk. Ms. Fredericks stated that it does.

Council Member Umphrey and Council Member Benning both stated that the request should be for \$29,285. Mayor Mueller noted that they need to realize that the sidewalk may not be done on their schedule because it will be done on the City's financial schedule.

Council Member Umphrey asked if they would be able to get matching funds if the City paid half of the \$29,000. Ms. Fredericks stated that she would certainly try.

Mayor Pro Tem Gray asked the parking lot gets full on a normal day. Ms. Fredericks stated that on an average day, they see anywhere between 20 and 50 families between 12:00 p.m. until 4:00 p.m.

Mayor Pro Tem Gray stated that she is aware that Bartow is on the City's list when there are funds available. She asked if there would be an issue with the City redoing Bartow and then a parking lot. Mr. Potucek stated that ideally doing a larger project of sidewalks would be a preferable way of doing it. The City is not at that point yet in putting that project together, plus the street work that needs to be done on Bartow as well must be considered. He further stated that it would be better to do that as a project. The best way for the City to address their needs, would be to look at the sidewalk and do whatever repairs are needed in the short run.

Mayor Mueller noted that the sidewalk is not in that bad of repair when compared to other sidewalks; however, it does not go all the way to the east to cover all the properties. Mayor Pro Tem Gray stated that St. Vincent De Paul has a sidewalk on each side. Ms. Fredericks stated that one side belongs to Mr. Fix It. Mr. Potucek stated that staff would have to look and see what can be done.

Mayor Mueller stated that timing wise – there is currently a need, and the City is not going to be able to finance the road and sidewalk at least for the next couple of years. In the meantime, the sidewalk repair can be looked at, but an extension of sidewalk is another issue. He asked Ms. Fredericks what needs to be done that is not in the right-of-way because the City is responsible for what is in the right-of-way.

Mayor Pro Tem Gray stated that the money will be disbursed later in the year and asked if the City were to look at partial funding, how long will St. Vincent De Paul have to finish their project and spend the money once awarded because they must raise money to match. Mr. McLachlan stated that the schedule is set with the Annual Plan submission. The City could go out as far as two years from the date of approval.

Council Member Benning stated that some heart strings were pulled between St. Vincent De Paul and the Good Neighbor Alliance. He gave kudos to all the organizations in Sierra Vista helping the people and noted that these two organizations are desperately needed in Sierra Vista of which he is proud of and grateful to have. Lastly, he stated that the repairs are needed.

Mr. McLachlan stated that he thought Council would be conflicted and stated that he reached out to Tony Reed with United Way and talked about potentially repurposing some of the CARES Act funding to cover the kitchen for the Good Neighbor Alliance, given that there are currently other agencies stepping up to provide rental and utility assistance. He asked Council that if they want, he can renegotiate the subrecipient agreement with United Way to increase the budget for the Good Neighbor Alliance to include the kitchen.

Mayor Mueller asked Mr. McLachlan if he is talking about the full amount of almost \$19,000. Mr. McLachlan stated that the Good Neighbor Alliance has an existing allocation within the United Way budget, and he is proposing is taking \$8,000 out of rental and utility payment assistance, equating to \$1,200 a month through August reduction to go towards the kitchen project. He further added that he believes that they would be able to cover the balance with what is in their current agreement. Dr. Deluca stated that they would be able to adjust their budget.

Council Member Benning stated that whether it is \$8,000 or \$10,000 he is ok with it because that is money coming from the CARES Act and not CDBG. Council Member Pacheco noted that the CARES Act is under CDBG funding.

Council Member Johnson asked if people will be placed in a lurch if money is taken from the CARES Act. Mr. McLachlan stated that it was his original concern, but SEAGO is now offering rental and utility assistance as well as the Department of Economic Security. However, they are not as fast as United Way. Mr. Potucek added that those were not in place when this assistance was started.

In response to Council Member Benning, Mr. McLachlan stated that equal installments for CARES Act funding is being disbursed, which he believes is up to \$28,000 a month through August.

Mayor Pro Tem Gray stated that there is precedent for this. The City funded in the past an upgrade that was a higher cost item. Mr. McLachlan stated that it was the washer and dryer.

Council Member Pacheco stated that she has stated before, when this topic has come up, and Council did not do this the last time CDBG came around because the City did not have the applications, that the purpose for CDBG funding is to benefit low to moderate income persons, prevent or eliminate slum and blight, or meet an urgent need having a particular urgency because of existing conditions, etc. The purpose of it relates to expanding to decent housing, suitable living environment, expanded economic opportunity, and she does not feel that spending it on the parks is meeting that need, especially the ball fields. She added that she does not believe that it is the target population for these funds.

Mayor Mueller asked Council Member Pacheco if this is despite the park improvements being in a low to moderate income area. Council Member Pacheco asked, "who gets served and who is using the parks?" Council Member Benning stated that everyone is using the parks. Mayor Mueller stated that eventually that leg of the park, although it will have parking, will also have facilities for the folks that live around that area. He added that if there was enough money to build the whole area at once, they would and would probably look for other funds as well, but the only way that it is getting done is through supplementals.

Council Member Pacheco stated that Council previously funded park improvements. Mayor Mueller noted that it was for a low to moderate income area. Mayor Pro Tem Gray added that this was the extension, Phase II. Council Member Umphrey noted that it had to be done in phases.

Council Member Pacheco stressed that Council put in their Strategic Plan that they want to impact homelessness, and this is an opportunity to do that. Council Member Benning agreed with Council Member Pacheco and stated that he thinks that both projects have CDBG written all over them. He asked Mr. McLachlan how the Eddie Cyr Park Project will be affected if they

take \$51,000 away from the \$271,000. Mr. McLachlan stated that the size of the parking lot would need to be scaled down to fit the revised budget.

Mayor Mueller asked Council Member Benning if he is suggesting taking the money from the park project, funding both nonprofit projects, and rescoping the park project. Council Member Benning stated that he is correct and noted that the last time they talked about the park, they discussed not making it all on the ball field but separating it. Instead of it all together and going towards Cyr Field, it was going to go for Cyr Field and the park in the park area. Mr. McLachlan stated that there is a master plan for Eddie Cyr Park, and they are implementing the master plan, starting with the parking lot which is the most immediate need based on the sports fields and tournaments that they are bringing.

Council Member Benning asked if the \$36,000 can be budgeted for year three of the five-year plan for CDBG Funds. He noted that it does not all have to be done during this fiscal year. Mr. McLachlan stated that staff was hoping to go out to bid during the fall. Mayor Mueller added that this includes funding to whomever Council decides to award money to. He asked if money needs to be taken away from the park project, add it to the two local projects, which totals \$33,000. Council Member Umphrey noted that there is also the \$8,000 from CARES Act. Mayor Mueller stated that if \$10,000 from the CARES Act is reprogrammed, then they are down \$2,300 from the park's project.

Council Member Johnson noted that one parking lot is going to be worked on in lieu of another parking lot. He stated that he does not feel that this is the proper use for these funds to begin with. The City has a master plan for Eddie Cyr Park, and he advocates that the amount that Mr. McLachlan is asking for is the proper amount. There are program services allocated according to staff recommendations to the tune of \$15,000. He further suggested that Council work this piece out instead of spoiling a master plan that is already in the works. Lastly, he stated that he does not buy into the argument about helping the homeless by covering a parking lot. There may be issues and the City wants it to be compliant with ADA, but he is not sure about this.

Council Member Pacheco stated that Council's Strategic Plan, Goal Number 8.2, states that Council would identify partners and develop plans to address homelessness, mental health, and affordable housing, where feasible. However, it was put on hold because it was going to be done in the next two years and that partners needed to come forward and tell Council what they need. They have identified to Council what they need. Good Neighbor Alliance needs a kitchen, and St. Vincent De Paul needs help paving the surface. They have told Council what they need to complete their mission, and it is not Council's job to tell them what they need. Mayor Mueller stated that it is the Council's job to decide how to spend public funds.

Council Member Landry thanked Good Neighbor Alliance and St. Vincent De Paul for being present. She noted that the handout by St. Vincent De Paul is informative and it should be shared with more people because people may not know about the services that are being offered. She also noted that Good Neighbor Alliance's kitchen has not had anything done to it since 2005. Several Council Members along with her and her family have been there and have noticed that the kitchen is terrible. She stated that most urgent is Good Neighbor Alliance's kitchen, following the various recommendations being made by staff because the allocated \$15,000 would be a great way to take care of it along with some matching funds, contributions, or fund raisers. The sidewalks for St. Vincent De Paul merits further discussion and it needs attention, but it could be addressed later because moving funds around is not something that she was prepared to talk about. Lastly, she stated that some of the different plans that are already in motion, should continue because a lot of thought and work has been put into it.

Council Member Benning agreed with Council Member Landry on fund raising. He applauds any business owner and business in Sierra Vista. They know what needs to be done and they can step up.

Mayor Pro Tem Gray asked to breakdown the numbers for CARES Act funding that would be reallocated. Mr. McLachlan stated that he started by saying \$8,000, which is the figure that was discussed with United Way; however, there is discretion and that could be increased to \$10,000.

Mayor Pro Tem Gray stated that she wants to make sure that she is understanding before deciding on what she would like to see happen. She asked if it is not detrimental to take the \$8,000 away from the total budget for rental and utility assistance. Mr. McLachlan stated that there are other agencies and maybe not as effective but there is money flowing for that purpose through SEAGO and DES.

Council Member Umphrey stated that she would also like to stick with staff's recommendation since there must be some fund raising on the part of St. Vincent De Paul. This would give them more time and hopefully there are more funds next year.

Mr. Potucek stated that he believes that staff can be helpful. This is the first step of this process and there is still time to make the allocation decisions. He further stated that Mr. McLachlan came to him with the thought about reallocating CARES Act funding, but staff needs from Council general direction and not a decision on the allocation of funds. If staff has a good idea about what Council wants, i.e., trying to fund both projects, staff can find other ideas to accomplish all things and then bring them back to Council.

Mayor Mueller stated that it is clear to him from the conversation that if the projects are ranked, the Good Neighbor Alliance Project would be on top. It is more than the \$15,000 and the CARES Act funding could be used to make it almost to \$9,000 that they need. He further stated that Council agrees with St. Vincent De Paul in that they have an issue that needs to be addressed, but there is no money to do that unless Council looks at other projects not being funded.

Mayor Mueller asked staff to look at not only the park project, but also at the housing rehabilitation program to see if they can come up with at least some funding to help. He noted that it must be spent in two years, so it needs to be at least half of the project funding because St. Vincent De Paul's capacity is unknown to Council. Mr. Potucek stated that there is a good opportunity for a partnership if the City looks at some sidewalk improvements at the same time because there may be some ways to save money.

Mayor Mueller stated that if Council agrees with Mr. Potucek's guidance, he can then come back before Council at the second meeting in April and present options.

New Business

[Item 4](#) Resolution 2021-017, Approval of the Governor's Office of Highway Safety Grant Funding (GOHS) Contract #2021-405c-010 to purchase equipment to implement Arizona TraCS (Traffic and Criminal Software)

Council Member Johnson moved that Resolution 2021-017, Governor's Office of Highway Safety Grant Funding Contract #2021-405c-010 to purchase equipment to implement Arizona TraCS, be approved. Council Member Benning seconded the motion.

Police Chief Thrasher stated that Arizona TraCS stands for Traffic and Criminal software, an electronic forms management software program operated by the Arizona Department of Transportation. The system is used by law enforcement throughout the states to submit electronic citations, traffic crash reports, DUI affidavits and other traffic safety related form directly from patrol vehicles through their mobile data computers.

The Department intends to implement the Arizona TraCS as a system that will improve department efficiency in processing various forms, and to improve officer safety as officers will spend less time exposing themselves on the side of the road. ADOT maintains the program and agencies are responsible for purchasing patrol vehicle equipment including driver's license scanners and printers. ADOT operates this free of cost to the agencies if they have the equipment. The Department applied for and were awarded a grant from the Arizona Governor's Office of Highway Safety in the amount of \$69,939 to purchase those in-car driver license scanners and printers to implement Arizona TraCS. In addition, the Department wants to integrate this with Spillman to be able to populate it as well. The Department received a quote by Spillman in the amount of \$22,256 and the Department planned to use unexpended budget savings and RICO funds, which would then be about \$3,000 a year maintenance on top of maintaining Spillman. This will help the efficiency for the records clerks by not manually entering that into the records management system.

The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Pacheco, and Umphrey voting in favor.

Call to the Public:

Craig Mount spoke about an economic development commission, which he has long advocated for, especially since there is money being spent on economic development. He stated that there should be a group of interested, invested, and engaged community members to help with the process to fill in the gaps where Council may have some. He proceeded to explain that the biggest problem is a revenue problem and about having resources to pay and solve the issues that are at hand. There are not enough resources to solve all the problems and it can be done by cutting spending in one place and reallocating it, which is what he has always liked, or wealth can be created. The purpose of the economic development efforts is to create wealth in the community and to get people to make more money, get better paying jobs or to become entrepreneurs. There are very clean ways to get it done, especially in a military town with resources that are available.

Comments and Requests of the Council:

Council Member Landry stated that today is a special day for her because it is her anniversary. She added that she is fortunate to be married to her best friend, an amazing person who has believed in her when she has not. She further added that having a support system is important because everyone needs one another to thrive and to help one another. Support systems have a positive influence on physical and mental health. Research shows that there are many positive benefits from having a support system, professional and personal, higher levels of wellbeing, better coping skills and the reduction of depression, anxiety, and stress. In closing, she announced that the month of March is a lucky month at the animal shelter. The animal

shelter is offering adoption fee specials through the end of the month. Dogs are \$50 and cats are \$25, and the best thing about the adoption fee is that it includes sterilization, the first set of vaccinations, a physical exam, and the micro chip.

Council Member Pacheco wished Council Member Landry a happy anniversary, thanked Mr. Mount for his comments, and the nonprofits who presented and applied. She noted that during the last couple of years, there has not been many applications for CDBG funding, or they have been small or not well thought out. She added that a well put together application and a real project is good, which prompted a good discussion. Lastly, she announced that people wanting something to get into the St Patrick's Day spirit, there is group of folks that are meeting at 10:30 a.m. on Saturday, March 13, 2021 at the intersection of Paseo San Luis and Avenida Cochise that will be dressing in green and walking over to Paul's Pub, the only Irish pub in town to raise money for St. Baldrick's Foundation, an Irish hospital that helps kids who have cancer.

Council Member Umphrey had nothing to report.

Council Member Benning wished Council Member Landry a happy anniversary, noted that he is celebrating a two-week anniversary of loving the best person in the world, which is himself – singles have their thing too. He thanked Mr. Mount and Father Greg.

Council Member Johnson stated that he feels like he had the opportunity of making sausage, kind of ugly and cutting things up, but he thinks that Council accomplished something with the three nonprofits that came before Council. He further stated that he is still advocating for the staff recommendation on how the funds should be allocated. In closing, he thanked Mr. Mount for his presentation and stated that he has been advocating for an economic commission since he ran for Council two years ago and this last year when he won successfully. He hopes that when this is brought the planning session, that Council can work out some things. He added that Mayor Mueller and he have talked about his proposed ordinance and it may look different, but he believes that they are moving towards that. It is not to criticize, but to enhance what the staff is doing because there is a lot of talent that must be utilized.

Mayor Pro Tem Gray thanked those who came to advocate for people in the community, who are not always capable of advocating for themselves. She voiced her appreciation for St. Vincent De Paul and the Good Neighbor Alliance for all the work that they do in the community. She added that as someone involved with nonprofits, resources are always very scarce. She thanked Dr. Rottweiler for his presentation and stated that Cochise College and the City is an example of partnerships that work. Both entities put in the work and collaboratively find ways to help the City to be successful. She reported that vaccination rates are at a good rate in the City for which she is proud of and noted that all Council Members have been vaccinated, which is great. Lastly, she stated that she looks forward to the strategic planning and she hopes that everyone is prepared for as robust discussion held for \$254,000.

Mayor Mueller thanked Dr. Rottweiler and Father Greg, great community leaders that are greatly appreciated for their support and council. He wished Council Member Landry a happy anniversary and added that St. Patrick's Day was mentioned and if people are driving on this day, they need to watch out for the guys with the funny lights on their vehicles. He asked people to drive safely and announced that there has been confusion regarding the wearing of masks due to the Governor's Order across the City. The City's mask requirement is still in effect and people need to be aware of that. Numbers are looked at daily and at some point, in time, he anticipates that the City will suspend the requirement and if things continue to get better as it appears that they will, the mask order will be permanently suspended. Lastly, he stated that the

timeline is probably not more than several weeks to suspend and weeks after that to remove it permanently. The City Manager has a goal to have everything open by April 5, 2021 and noted that there are reasons for the Cove and Library being closed, but those are being worked on.

Adjournment

Mayor Mueller adjourned the March 11, 2021 meeting of the Sierra Vista City Council at 6:52 p.m.

Mayor Frederick W. Mueller

MINUTES PREPARED BY:

ATTEST:

Maria G. Marsh, Deputy Clerk

Jill Adams, City Clerk