



Sierra Vista City Council
Meeting Agenda
June 25, 2020

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

Roll Call

Invocation – Pastor Greg Rowles, God is Good Church

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 2020-032, Interim Permit, new license, limited liability-type of ownership for a Series 12 Liquor License for Maria Guadalupe Ramos on behalf of Ramos Brothers SV LLC dba Taco Giro

New Business

Item 3 Resolution 2020-033, Approval of the Tentative Budget

Item 4 Approval of the City Council Regular Meeting Minutes of June 11, 2020

Item 5 Resolution 2020-034, Intergovernmental Agreement with Cochise County for Election Supplies and Services

Item 6 Resolution 2020-035, Amendment to the City Board and Commission Guidelines

Item 7 Resolution 2020-036, Final Plat, Holiday at Pueblo Del Sol, Phase 5A, Lots 1-29

Item 8 Resolution 2020-037, Approval of the Fry Boulevard and North Garden Avenue Intergovernmental Agreement

Item 9 Resolution 2020-038, Amendment to the Development Agreement with Castle and Cooke for the Avenida Del Sol Interceptor

Item 10 Resolution 2020-039, Second Amendment to the Intergovernmental Agreement with the Sierra Vista Metropolitan Planning Organization

Call to the Public

Comments and Requests of the Council

Adjournment

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

June 19, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Jill Adams, City Clerk
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
Resolution 2020–032, Interim Permit, new license, limited liability-type of ownership for a Series 12 Liquor License for Maria Guadalupe Ramos on behalf of Ramos Brothers SV LLC

RECOMMENDATION:

The City Clerk recommends approval of this license.

The City Manager recommends approval of this license.

INITIATED BY:

Ms. Maria Guadalupe Ramos-Mora
Ramos Brothers SV LLC dba Taco Giro Mexican Grill
2097 E Fry Boulevard
Sierra Vista, AZ 85635

BACKGROUND:

The City received an application for an interim permit, new license, limited liability-type of ownership for a Series 12 Liquor License for Maria Guadalupe Ramos-Mora on behalf of Ramos Brothers SV LLC. The license is for the sale of beer and spirituous liquor at 2097 E Fry Boulevard, Sierra Vista, Arizona.

The Police Department has performed a background investigation and has given its approval for this license.

State law on liquor licenses requires the applicant to apply for a liquor license from the Arizona Department of Liquor License and Control. That department then sends a copy of the liquor license application to the municipality for their approval. A notice of public hearing must be posted on the premises for 20 days prior to the public hearing. A public hearing notice was posted on June 3, 2020 and to date, no responses, either in favor or against, have been received.

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

BUDGET APPROPRIATION: Not applicable.

RESOLUTION 2020-032

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY BY RECOMMENDING APPROVAL FOR A LOCATION TRANSFER FOR A SERIES 12 LIQUOR LICENSE FOR MARIA GUADALUPE RAMOS-MORA ON BEHALF OF RAMOS BROTHERS SV 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 a new liquor license has been filed with the Arizona Department of Liquor Licenses and Control by Maria Guadalupe Ramos-Mora on behalf of Ramos Brothers SV 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 interim permit, new license, limited liability-type of ownership for a Series 12 Liquor License for Maria Guadalupe Ramos-Mora on behalf of Ramos Brothers SV LLC, Sierra Vista, Arizona, 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 JUNE 2020.

Frederick W. Mueller
Mayor

Approved as to Form:

Attest:

Nathan J. Williams
City Attorney

Jill Adams
City Clerk

Prepared By:
Jill Adams, City Clerk

State of Arizona
Department of Liquor Licenses and Control

Created 05/28/2020 @ 10:48:47 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	TACO GIRO MEXICAN GRILL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	2097 E FRY BOULEVARD SIERRA VISTA, AZ 85635 USA		
Mailing Address:	2097 E FRY BOULEVARD SIERRA VISTA, AZ 85635 USA		
Phone:	(520)458-5210		
Alt. Phone:	(520)861-6892		
Email:	LUPITAARAMOS91@GMAIL.COM		

AGENT

Name:	MARIA GUADALUPE RAMOS MORA
Gender:	Female
Correspondence Address:	2097 E FRY BOULEVARD SIERRA VISTA, AZ 85635 USA
Phone:	(520)861-6892
Alt. Phone:	
Email:	LUPITAARAMOS91@GMAIL.COM

OWNER

Name:	RAMOS BROTHERS SV LLC		
Contact Name:	MARIA GUADALUPE RAMOS MORA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23047641	State of Incorporation:	AZ
Incorporation Date:	01/07/2020		
Correspondence Address:	2097 E FRY BOULEVARD SIERRA VISTA, AZ 85635 USA		
Phone:	(520)861-6892		
Alt. Phone:			
Email:	LUPITAARAMOS91@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
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RAMOS BROTHERS SV LLC - MEMBER

Name: MARIA GUADALUPE RAMOS MORA
Gender: Female
Correspondence Address: 2097 E FRY BOULEVARD
SIERRA VISTA, AZ 85635
USA
Phone: (520)861-6892
Alt. Phone:
Email: LUPITAARAMOS91@GMAIL.COM

APPLICATION INFORMATION

Application Number: 110548
Application Type: New Application
Created Date: 05/28/2020 *Selen*

QUESTIONS & ANSWERS**012 Restaurant**

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tennant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
DEFAULT-MOVE OUT
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Is there a drive through window on the premises?
Yes
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 05/28/2020 @ 10:47:31 AM

Local Governing Body Report

LICENSE

Number: INP020011543 Type: INP INTERIM PERMIT
Name: TACO GIRO MEXICAN GRILL
State: Active
Issue Date: 05/28/2020 Expiration Date: 09/10/2020
Original Issue Date: 05/28/2020
Location: 2097 E FRY BOULEVARD
 SIERRA VISTA, AZ 85635
 USA
Mailing Address: 2097 E FRY BOULEVARD
 SIERRA VISTA, AZ 85635
 USA
Phone: (520)458-5210
Alt. Phone: (520)861-6892
Email: LUPITAARAMOS91@GMAIL.COM

AGENT

Name: MARIA GUADALUPE RAMOS MORA
Gender: Female
Correspondence Address: 2097 E FRY BOULEVARD
 SIERRA VISTA, AZ 85635
 USA
Phone: (520)861-6892
Alt. Phone:
Email: LUPITAARAMOS91@GMAIL.COM

OWNER

Name: RAMOS BROTHERS SV LLC
Contact Name: MARIA GUADALUPE RAMOS MORA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23047641 State of Incorporation: AZ
Incorporation Date: 01/07/2020
Correspondence Address: 2097 E FRY BOULEVARD
 SIERRA VISTA, AZ 85635
 USA
Phone: (520)861-6892
Alt. Phone:
Email: LUPITAARAMOS91@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
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RAMOS BROTHERS SV LLC - MEMBER

Name: MARIA GUADALUPE RAMOS MORA
Gender: Female
Correspondence Address: 2097 E FRY BOULEVARD
SIERRA VISTA, AZ 85635
USA
Phone: (520)861-6892
Alt. Phone:
Email: LUPITAARAMOS91@GMAIL.COM

APPLICATION INFORMATION

Application Number: 110553
Application Type: New Application
Created Date: 05/28/2020 *Selena*

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
12023189
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
No



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

DLLC USE ONLY
 Job #: 110548

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): **TACO GIRO MEXICAN GRILL**

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	2	2-burner(1)
Oven	1 3	3' FLAT GRIDDLE(1), STOVE W/2-BURNERS(1)
Freezer	6	Walk-in 9'x12'(1) koolstar
Refrigerator	7	WALK-IN 9'X12'(1)
Sink	HS	HAND SINK(3)
Dish Washing Facilities	3-COMP	3-COMP(1)
Food Preparation Counter (Dimensions)	9	SST(2), STEAM TABLE(1), FOOD COOLER(1)
Other	4 5 10	DP FRYER(1), ICE MACHINE(1), SODA DISPENSER(1)

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

- a. Restaurant dining area of your premises: **(Do not include patio seating)** [59]
- b. Bar area of your premises: [+ 43]
- c. Total dining and bar seating capacity of your premises: [= 102]

5. What Type of dinnerware and utensils are utilized within your restaurant?

Reusable Disposable Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? YES No
(If yes, what percentage of the public floor space does this area cover?) _____ %

7. What percentage of your public premises is used primarily for restaurant dining?
(Do not include kitchen, bar, hi-top tables, or game area.) 100 %

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8. Does your restaurant contain any games, televisions, or any other entertainment? YES No
 (If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3-tv's _____

9. Do you have live entertainment or dancing? YES No
 (If yes, what type and how often 8.5
 example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	4
Bartenders	0
Hostesses	2
Managers	0
Servers	9
Other ()	0
Other (owner)	1
Other ()	0


I, Maria G Damos Mora, hereby declare that I am the APPLICANT filing this application.
 I have read this application and the contents and all statements true, correct and complete.

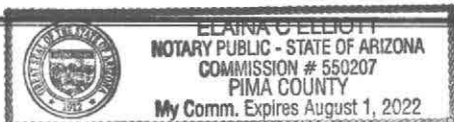
X 
 (Signature of APPLICANT)

NOTARY

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 19 day of February 2020
Day Month Year

My Commission Expires on: 8/1/2022 
Date Signature of Notary Public





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

20 MAY 13 PM 4:21 AZDLLC

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

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13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.


A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) MARIA GUADALUPE RAMOS MORA, have read and understand all aspects of this statement

X (Signature)  Controlling Person / Agent


State of ARIZONA County of PIMA

the foregoing instrument was acknowledged before me this

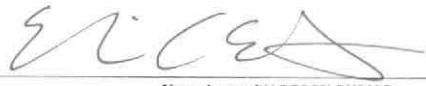
19 of FEBRUARY 2020

Day Month Year

My commission expires on: 8/1/2022



ELAINA C ELLIOTT
 NOTARY PUBLIC - STATE OF ARIZONA
 COMMISSION # 550207
 PIMA COUNTY
 My Comm. Expires August 1, 2022


 Signature of NOTARY PUBLIC

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE



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

804-883

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#: 110548

1. Check the Appropriate Box

Form with checkboxes: [x] Controlling Person, [x] Agent, [] Premises Manager (complete all questions except #12)

2. Name: RAMOS MORA MARIA GUADALUPE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: YAHUALICA DE GONZALO JALISCO MEXICO Height: 5'2" Weight: 133 Eyes: BLK Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: NONE Birth Date: / / (NOT a public record)
Last First Middle

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

7. Daytime telephone number: 520-861-6892 E-mail address: lupitaaramos91@gmail.com

8. Business Name: TACO GIRO MEXICAN GRILL Business Phone: 520 / 458 / 5210

9. Business Location Address: 2097 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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include RESTAURANT entries for TACO GIRO MEXICAN GRILL.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

20 MAY 28 11:44 AM 1059

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
07/2017	CURRENT	1331 N ECHO PL, TUCSON AZ 85745
12/2014	07/2017	1328 N CAMINO DE JUAN, TUCSON AZ 85745

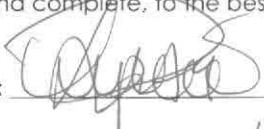
(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 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

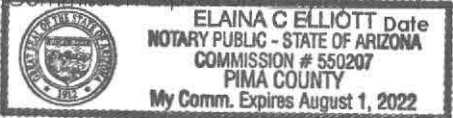

NOTARY

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

Signature:  State of ARIZONA County of PIMA

The foregoing instrument was acknowledged before me this 19 Day of FEBRUARY, 2020

My Commission Expires on: 8/1/2022



 Signature of Notary

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

~~PRINT NAME: _____ SIGNATURE: _____~~



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) MARIA GUADALUPE RAMOS MORA

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 YAHUALICA DE GONZALO State (or equivalent) JALISCO Country or Territory MEXICO

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: AZ DRIVERS LICENSE
 Go to Section IV.

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

20 MAY 28 09:14 AM 1059

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.

MARIA GUADALUPE RAMOS MORA

Individual Owner/Agent Printed Name



Individual Owner/Agent Signature

10 FEB 2020

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

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



Maria Guadalupe

9 CLASS D 4d DLN
 9a END NONE
 12 REST NONE 3 DOB
 1 RAMOS MORA
 2 MARIA GUADALUPE
 8 1331 N ECHO PL
 TUCSON, AZ 85745-1682
 4b EXP 07/08/2056 4a ISS 05/07/2018
 15 SEX F 16 EYES BRO
 16 HGT 5'-03" 19 HAIR BLK
 17 WGT 155 lb



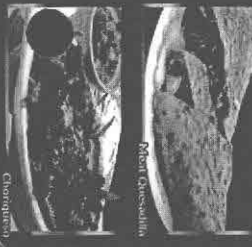
8 DD 1553C7279R0835M1

DONOR

20 MAY 28 11:47 AM 10:59

APPETIZERS

¡Noche que celebramos!
 A la hora de comer, ¡no se olvidan los aperitivos!
 Tenemos para ti una gran variedad de platos que te ayudarán a disfrutar de tu comida.
 ¡Ven a probarlos!



Chorizo



Pasta



Nachos



Fajitas



Pork Chisurrito



Pork Chisurrito



Kids Ninis

BEBIDAS
EVERAGES

¡Noche que celebramos!
 A la hora de comer, ¡no se olvidan las bebidas!
 Tenemos para ti una gran variedad de bebidas que te ayudarán a disfrutar de tu comida.
 ¡Ven a probarlas!

FRUITS & VEGETABLES
 Fresh Strawberry... 2.99
 Apple Pie... 2.99
 Lemonade... 2.99
 Hot Dog... 2.99

HOT DRINKS
 Coffee... 2.99
 Tea... 2.99
 Hot Chocolate... 2.99
 Smoothie... 2.99

BEVERAGES
 Coca-Cola... 2.99
 Pepsi... 2.99
 Sprite... 2.99
 Fanta... 2.99

WINE & COGNAC

¡Noche que celebramos!
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 ¡Ven a probarlas!



Wine



Cognac



Wine

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 ¡Ven a probarlas!

SEAFOOD

¡Noche que celebramos!
 A la hora de comer, ¡no se olvidan los platos de mar!
 Tenemos para ti una gran variedad de platos de mar que te ayudarán a disfrutar de tu comida.
 ¡Ven a probarlos!



Seafood



Seafood



Seafood

SEAFOOD

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DESSERTS

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 A la hora de comer, ¡no se olvidan los postres!
 Tenemos para ti una gran variedad de postres que te ayudarán a disfrutar de tu comida.
 ¡Ven a probarlos!



Dessert



Dessert



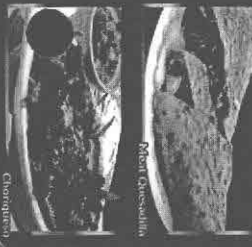
Dessert

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Seafood



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Dessert



Dessert



Dessert

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 ¡Ven a probarlos!

June 19, 2020

MEMORANDUM TO: Honorable Mayor and City Council

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

FROM: Jen Osburn, Interim Budget Officer
David J Felix, CPA, Chief Financial Officer

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT RESOLUTION
2020-033, Adoption of the Tentative Budget for FY 2020/2021

BACKGROUND

The proposed FY 2020/2021 Tentative Budget for the City is \$86,748,629. Council adoption of this resolution will effectively cap the FY 2020/2021 budget pursuant to A.R.S. Section 42-17105. The final budget amount may be less than, or equal to, the tentative budget, but it may not exceed it. The changes from the tentative budget book previously provided to you in the amount of \$85,873,456 are as follows:

1. General Fund
 - a. Add City Hall Remodel Carryover - \$150,000
 - b. Add AZCARES – (\$2,900,000)
 - c. Add SVMPO Contribution - \$50,345
 - d. Add SVMPO Admin Revenue – (\$68,663)
 - e. Add SVMPO Rental Income – (\$4,760)
 - f. Increase SEACOM Contribution - \$127,693
 - g. Reduce Note Proceeds - \$1,352,800
 - h. Reduce State Shared TPT - \$517,247
 - i. Reduce State Shared Income Tax - \$99,870
 - j. Reduce Debt Service – (\$119,800)
 - k. Reduce CIF Transfer-In – \$795,268
2. Refuse Fund
 - a. Remove Pick-up Vehicle replacement – (\$35,000)
 - b. Reduce Financing - \$31,500
 - c. Reduce Carryover - \$3,500
3. Sewer Fund
 - a. Add Schneider Project - \$475,000
 - b. Increase Financing – (\$427,500)
 - c. Increase Carryover – (\$47,500)
4. Capital Improvement Fund
 - a. Reduce Transfer-Out – (\$795,268)
 - b. Reduce Schneider Carryover – (\$475,000)
 - c. Reduce Carryover – \$1,270,268

5. SEACOM Fund
 - a. Increase Expenditures - \$36,530
 - b. Increase Contributions – (\$36,530)

6. MPO Fund
 - a. Increase Expenditures - \$205,849
 - b. Increase Federal Share – (\$228,499)
 - c. Reduce Local match - \$22,650

7. Donations Fund
 - a. Increase Carryover – (\$459,556)
 - b. Increase Leisure Donations - \$459,556

The proposed approval schedule is as follows:

July 23, 2020 - Resolution to approve the final budget, Public Hearing on Property Tax

August 13, 2020 – Resolution to adopt FY2020/2021 Property Tax Levy

RESOLUTION 2020-033

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF SIERRA VISTA FOR FISCAL YEAR 2020/2021; GIVING NOTICE TO TAXPAYERS ON THE ESTIMATED EXPENDITURES AND REVENUES PRIOR TO ADOPTING THE FINAL BUDGET AND FIXING THE TAX LEVIES FOR THE FISCAL YEAR 2020/2021; 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, pursuant to the provisions of Arizona Revised Statutes, Title 42, the Mayor and Council have completed reviews of the estimated amounts required to meet public expenses for the ensuing FY 2020/2021; and

WHEREAS, the Mayor and Council have likewise completed review of the projected amounts of revenues anticipated from all sources and found projected revenues in balance with estimated expenses as set forth in the statements and schedules hereinafter attached; and

WHEREAS, the said A.R.S. Section 42-17104 requires a public hearing on the budget and tax levies prior to the final adoption for FY 2020/2021.

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

SECTION 1

That the estimated expenditures and projected revenues, hereinafter set forth in the attached statements and schedules be, and hereby are, adopted as the tentative budget for the City of Sierra Vista, Arizona, for the FY 2020/2021.

SECTION 2

That the estimated expenditures, as hereinafter set forth, together with a notice that the City Council shall meet for the purpose of the public hearing from taxpayers to adopt the final budget for the City of Sierra Vista for the Fiscal Year 2020/2021 on or before the 1st Monday of August 2020, at Sierra Vista City Hall, 1011 N. Coronado Drive, Sierra Vista, Arizona, and will further meet for purpose of setting the property tax levy on or before the 3rd Monday of August, 2020, at Sierra Vista City Hall, 1011 N. Coronado Drive, Sierra Vista, Arizona, be, and hereby are, authorized and directed to be published in the manner prescribed by law.

SECTION 3

That the monies from any budgeted fund may be used for any of these adopted appropriations, except monies specifically restricted by State law or by City ordinance or resolution, and the transfer of any sums between funds which are less than \$10,000 shall be made upon approval by the City Manager, and \$10,000 or more shall be made upon approval by the Mayor and City Council be, and hereby is, approved and authorized.

SECTION 4

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 JUNE, 2020.

FREDERICK W. MUELLER, II
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

Nathan Williams
City Attorney

PREPARED BY:
Jen Osburn
Interim Budget Officer

OFFICIAL BUDGET FORMS

CITY OF SIERRA VISTA

Fiscal Year 2021

CITY OF SIERRA VISTA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2021

Fiscal Year	S c h	FUNDS											Total All Funds
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds					
2020	E 1	39,375,859	18,550,512	3,471,300	13,905,595	0	10,506,008	4,559,500					90,368,774
2020	E 2	32,651,232	8,238,369	2,535,206	12,710,058	0	6,425,688	3,015,389					65,575,942
2021			2,335,829		3,421,416		1,918,316	25,000					7,700,561
2021	B 4	372,034											372,034
2021	B 5												0
2021	C 6	38,545,002	21,502,575	0	4,654,880	0	8,278,077	4,534,500					77,515,034
2021	D 7	0	99,000	0	0	0	1,062,000	0					1,161,000
2021	D 8	0	0	0	0	0	0	0					0
2021	D 9	1,720,862	598,697	3,925,794	0	0	0	0					6,245,353
2021	D 10	194,057	0	0	6,051,296	0	0	0					6,245,353
2021													
LESS: Amounts for Future Debt Retirement:													
Future Capital Projects													0
Maintained Fund Balance for Financial Stability													0
2021		40,443,841	24,536,101	3,925,794	2,025,000	0	11,258,393	4,559,500					86,748,629
2021	E 13	40,443,841	24,536,101	3,925,794	2,025,000	0	11,258,393	4,559,500					86,748,629

EXPENDITURE LIMITATION COMPARISON

	2020	2021
1 Budgeted expenditures/expenses	\$ 90,368,774	\$ 86,748,629
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	90,368,774	86,748,629
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 90,368,774	\$ 86,748,629
6 EEC expenditure limitation		

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF SIERRA VISTA
Tax Levy and Tax Rate Information
Fiscal Year 2021

	2020	2021
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>585,115</u>	\$ <u>604,109</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>368,260</u>	\$ <u>372,034</u>
B. Secondary property taxes		
C. Total property tax levy amounts	\$ <u>368,260</u>	\$ <u>372,034</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>346,351</u>	
(2) Prior years' levies		
(3) Total primary property taxes	\$ <u>346,351</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>346,351</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.1124</u>	<u>0.1106</u>
(2) Secondary property tax rate	<u> </u>	<u> </u>
(3) Total city/town tax rate	<u>0.1124</u>	<u>0.1106</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>zero</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF SIERRA VISTA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
GENERAL FUND			
Local taxes			
Transaction Privilege Tax	\$ 15,439,593	\$ 13,739,135	\$ 15,439,593
Licenses and permits			
Franchise Fees	1,350,000	1,378,749	1,400,000
Business Licenses	145,000	141,051	145,000
Animal Control Permits	35,000	34,371	35,000
Right of Way Permits	20,000	18,119	20,000
Building Permits	275,000	320,096	275,000
Intergovernmental			
Grants	353,488	41,649	3,054,840
Local Government Payments	1,014,452	884,463	1,053,193
State Shared Sales Tax	4,419,343	4,199,630	3,902,096
State Shared Vehicle License Tax	2,250,000	2,028,387	2,150,000
Urban Revenue Sharing	5,566,139	5,744,149	6,151,732
Charges for services			
General Government	116,000	89,796	95,760
Public Safety	2,090,000	2,167,086	2,120,000
Public Works	1,432,880	1,018,131	1,376,500
Leisure & Library	1,253,691	694,969	679,872
Community Development	25,000	13,046	28,500
Fines and forfeits			
Library	18,000	10,863	18,000
Interest on investments			
Investment Income	20,000	44,906	20,000
In-lieu property taxes			
Contributions			
Voluntary contributions	41,500	1,570	42,000
Miscellaneous			
Misc. Revenue	341,253	190,080	467,916
Sale of Fixed Assets	70,000	22,810	70,000
Total General Fund	\$ 36,276,339	\$ 32,783,056	\$ 38,545,002

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SIERRA VISTA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
SPECIAL REVENUE FUNDS	revenue	actuals	2,021
Highway User Revenue			
State Shared Revenue	\$ 3,872,802	\$ 3,762,405	\$ 3,475,000
Grants	3,718,755	85,995	956,398
Local Government Payments	15,000	126,059	3,247,540
Investment Income		1,286	
Misc.	10,000	26,280	
	\$ 7,616,557	\$ 4,002,025	\$ 7,678,938
Local Transportation Assistance			
Grants	\$ 1,003,529	\$ 464,900	\$ 1,395,466
Fares	114,000	59,140	100,000
Lease Revenue	19,200	20,210	19,200
Misc.	1,000	274	1,000
Sale of Fixed Assets		10,403	
	\$ 1,137,729	\$ 554,927	\$ 1,515,666
Police Special Revenue			
Police Special Revenue	\$ 125,000	\$ 52,256	\$ 125,000
	\$ 125,000	\$ 52,256	\$ 125,000
Grants			
Grants	\$ 3,170,971	\$ 238,801	\$ 6,329,465
	\$ 3,170,971	\$ 238,801	\$ 6,329,465
Tourism			
Tourism	\$	\$	\$
	\$	\$	\$
Airport			
Grants	\$ 82,500	\$	\$ 1,098,595
Fuel Sales	685,000	969,134	685,000
Lease Revenue	211,000	200,613	190,000
Misc.	5,000	1,617	
	\$ 983,500	\$ 1,171,364	\$ 1,973,595
Judicial Enhancement			
Fines	\$ 100	\$ 5	\$ 10
	\$ 100	\$ 5	\$ 10
Donations			
Contributions	\$ 21,335	\$ 130,631	\$ 21,335
	\$ 21,335	\$ 130,631	\$ 21,335
Park Development			
Development Impact Fees	\$	\$	\$ 150,000
	\$	\$	\$ 150,000
Library Development			
Development Impact Fees	\$	\$	\$
	\$	\$	\$
Police Development			
Development Impact Fees	\$	\$	\$ 45,000
	\$	\$	\$ 45,000
Infrastructure Development			
Development Impact Fees	\$	\$	\$ 150,000
	\$	\$	\$ 150,000
Fire Development			
Development Impact Fees	\$	\$	\$ 45,000
	\$	\$	\$ 45,000
SEACOM			
SEACOM	\$ 2,469,372	\$ 1,015,848	\$ 2,633,965
	\$ 2,469,372	\$ 1,015,848	\$ 2,633,965
Metropolitan Planning Organization			
Grants	\$ 546,508	\$ 114,554	\$ 775,007

CITY OF SIERRA VISTA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
Local Government Payments	107,312	22,929	59,594
	\$ <u>653,820</u>	\$ <u>137,483</u>	\$ <u>834,601</u>
Total Special Revenue Funds	\$ <u>16,178,384</u>	\$ <u>7,303,340</u>	\$ <u>21,502,575</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SIERRA VISTA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
DEBT SERVICE FUNDS			
N/A	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Debt Service Funds	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS			
Transaction Privilege Tax	\$ 4,154,880	\$ 3,695,612	\$ 4,154,880
Misc.	500,000		500,000
Federal Grants	177,488	154,872	
	\$ 4,832,368	\$ 3,850,484	\$ 4,654,880
Total Capital Projects Funds	\$ 4,832,368	\$ 3,850,484	\$ 4,654,880

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SIERRA VISTA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
PERMANENT FUNDS			
N/A	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Permanent Funds	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS			
Sewer			
Charges for Service	\$ 3,735,493	\$ 3,772,544	\$ 3,734,493
Grants	_____	_____	_____
Capital Contributions	500,000	_____	175,000
Misc.	100,000	103,207	100,000
	\$ 4,335,493	\$ 3,875,751	\$ 4,009,493
Refuse			
Charges for Service	\$ 4,005,776	\$ 4,321,234	\$ 4,263,584
Interest	_____	_____	_____
Misc.	5,000	10,659	5,000
	\$ 4,010,776	\$ 4,331,893	\$ 4,268,584
Total Enterprise Funds	\$ 8,346,269	\$ 8,207,644	\$ 8,278,077

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SIERRA VISTA
Revenues Other Than Property Taxes
Fiscal Year 2021

SOURCE OF REVENUES	ESTIMATED REVENUES 2020	ACTUAL REVENUES* 2020	ESTIMATED REVENUES 2021
INTERNAL SERVICE FUNDS			
Health & Accident			
Premiums	\$ 4,409,500	\$ 2,325,742	\$ 4,409,500
Interest	25,000	50,343	25,000
Misc.		147,383	
	\$ 4,434,500	\$ 2,523,468	\$ 4,434,500
Self Insured Retention			
Misc.	\$ 100,000	\$ 15,954	\$ 100,000
	\$ 100,000	\$ 15,954	\$ 100,000
Total Internal Service Funds	\$ 4,534,500	\$ 2,539,422	\$ 4,534,500
TOTAL ALL FUNDS	<u>\$ 70,167,860</u>	<u>\$ 54,683,946</u>	<u>\$ 77,515,034</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SIERRA VISTA
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2021

FUND	OTHER FINANCING 2021		INTERFUND TRANSFERS 2021	
	SOURCES	(USES)	IN	(OUT)
GENERAL FUND				
Notes Payable	\$	\$	\$	\$
Interfund Transfers			1,720,862	194,057
Total General Fund	\$	\$	\$ 1,720,862	\$ 194,057
SPECIAL REVENUE FUNDS				
HURF	\$ 99,000	\$	\$	\$
LTAF			108,000	
Grants			6,057	
Airport				
Park Development			404,640	
Library Development				
Police Development			15,000	
Infrastructure Development			50,000	
Fire Development			15,000	
Police Special Revenue				
Metropolitan Planning Organization				
Total Special Revenue Funds	\$ 99,000	\$	\$ 598,697	\$
DEBT SERVICE FUNDS				
SVMPC I&R	\$	\$	\$ 3,925,794	\$
Total Debt Service Funds	\$	\$	\$ 3,925,794	\$
CAPITAL PROJECTS FUNDS				
Capital Improvements	\$	\$	\$	\$ 6,051,296
Total Capital Projects Funds	\$	\$	\$	\$ 6,051,296
PERMANENT FUNDS				
N/A	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Sewer	\$ 468,000	\$	\$	\$
Refuse	594,000			
Total Enterprise Funds	\$ 1,062,000	\$	\$	\$
INTERNAL SERVICE FUNDS				
Unemployment	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 1,161,000	\$	\$ 6,245,353	\$ 6,245,353

CITY OF SIERRA VISTA
Expenditures/Expenses by Fund
Fiscal Year 2021

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2020	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2020	ACTUAL EXPENDITURES/ EXPENSES* 2020	BUDGETED EXPENDITURES/ EXPENSES 2021
GENERAL FUND				
City Council	\$ 104,403	\$	\$ 92,521	\$ 103,959
Administrative Services	2,944,783		2,448,612	3,447,200
City Manager	2,596,849		2,186,931	2,576,605
Legal	306,171		273,809	316,559
General Government	834,007		659,011	822,631
Police	11,828,157		9,760,060	13,054,499
Fire	9,202,140		6,981,015	7,836,469
Public Works	5,551,048		5,409,720	5,661,633
Leisure & Library Services	4,787,525		3,776,759	5,427,354
Community Development	938,898		780,915	915,052
Debt	281,878		281,879	281,880
Total General Fund	\$ 39,375,859	\$	\$ 32,651,232	\$ 40,443,841
SPECIAL REVENUE FUNDS				
HURF	\$ 8,316,557	\$	\$ 3,769,441	\$ 9,197,970
LTAFF	1,691,331		1,051,947	1,623,666
Police Special Revenue	319,500		101,051	319,500
Grants	3,188,093		326,487	6,344,851
Tourism				
Judicial Enhancement	300			300
Airport	1,166,919		898,053	2,799,865
Donations	617,990		194,531	654,753
Park Development	126,630		126,630	126,630
Library Development				
Police Development				
Infrastructure Development				
Fire Development				
SEACOM	2,469,372		1,570,187	2,633,965
Metropolitan Planning Org	653,820		200,042	834,601
Total Special Revenue Funds	\$ 18,550,512	\$	\$ 8,238,369	\$ 24,536,101
DEBT SERVICE FUNDS				
SVMPC I&R	\$ 3,471,300	\$	\$ 2,535,206	\$ 3,925,794
Total Debt Service Funds	\$ 3,471,300	\$	\$ 2,535,206	\$ 3,925,794
CAPITAL PROJECTS FUNDS				
Capital Improvements	\$ 13,905,595	\$	\$ 12,710,058	\$ 2,025,000
Total Capital Projects Funds	\$ 13,905,595	\$	\$ 12,710,058	\$ 2,025,000
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Sewer	\$ 5,562,712	\$	\$ 2,771,740	\$ 5,820,765
Refuse	4,943,296		3,653,948	5,437,628
Total Enterprise Funds	\$ 10,506,008	\$	\$ 6,425,688	\$ 11,258,393
INTERNAL SERVICE FUNDS				
Health & Accident	\$ 4,434,500	\$	\$ 2,984,668	\$ 4,434,500
Unemployment	25,000		1,685	25,000
Self Insured Retention	100,000		29,036	100,000
Total Internal Service Funds	\$ 4,559,500	\$	\$ 3,015,389	\$ 4,559,500
TOTAL ALL FUNDS	\$ 90,368,774	\$	\$ 65,575,942	\$ 86,748,629

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF SIERRA VISTA
Expenditures/Expenses by Department
Fiscal Year 2021**

ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
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DEPARTMENT/FUND	2020	2020	2020	2021
City Council				
General Fund	\$ 104,403	\$	\$ 92,521	\$ 103,959
Sewer	13,050		13,050	12,996
Refuse	13,050		13,050	12,996
Donations	13,035		16,826	13,035
Department Total	\$ 143,538	\$	\$ 135,447	\$ 142,986
Administrative Services				
General Fund	\$ 2,944,783	\$	\$ 2,448,612	\$ 3,447,200
Capital Improvements				
Sewer	406,691		406,691	369,701
Refuse	424,445		424,445	383,958
HURF	44,259		44,259	
Department Total	\$ 3,820,178	\$	\$ 3,324,007	\$ 4,200,859
City Manager				
General Fund	\$ 2,596,849	\$	\$ 2,186,931	\$ 2,576,605
Donations	545			545
Grants	415,140		38,465	547,325
Tourism				
Sewer	341,103		341,103	337,324
Refuse	311,264		311,264	308,380
Department Total	\$ 3,664,901	\$	\$ 2,877,763	\$ 3,770,179
Legal				
General Fund	\$ 306,171	\$	\$ 273,809	\$ 316,559
Judicial Enhancement	300			300
Department Total	\$ 306,471	\$	\$ 273,809	\$ 316,859
General Government				
General Fund	\$ 834,007	\$	\$ 659,011	\$ 822,631
HURF	55,600		55,600	54,842
Sewer	111,201		111,201	109,684
Refuse	111,201		111,201	109,684
Health & Accident	4,434,500		2,984,668	4,434,500
Unemployment	25,000		1,685	25,000
Self Insured Retention	100,000		29,036	100,000
Department Total	\$ 5,671,509	\$	\$ 3,952,402	\$ 5,656,341
Police				
General Fund	\$ 11,828,157	\$	\$ 9,760,060	\$ 13,054,499
Police Special Revenue	319,500		101,051	319,500
Capital Improvements Fund				
Grants	35,829		14,381	65,329
Donations	387,865		112,671	362,131
Police Development Fee				
Department Total	\$ 12,571,351	\$	\$ 9,988,163	\$ 13,801,459
Fire				
General Fund	\$ 9,202,140	\$	\$ 6,981,015	\$ 7,836,469
Grants	1,042,553		14,608	582,000
Donations	5,150		1,077	5,150
Fire Development Fee				
Department Total	\$ 10,249,843	\$	\$ 6,996,700	\$ 8,423,619

Public Works

General Fund	\$ 5,551,048	\$	\$ 5,409,720	5,661,633
HURF	8,136,791		3,589,675	9,063,220
LTAF	1,691,331		1,051,947	1,623,666
Grants				4,000,000
Airport	1,091,572		822,707	2,724,518
Capital Improvements	3,141,071		1,169,325	525,000
Sewer	3,740,796		1,773,296	3,918,192
Refuse	3,781,389		2,771,481	4,320,663
Donations			187	
Park Development				
Infrastructure Development				
Metropolitan Planning Org	653,820		200,042	834,601
Department Total	\$ 27,787,818	\$	\$ 16,788,380	\$ 32,671,493

Leisure & Library

General Fund	\$ 4,787,525	\$	\$ 3,776,759	\$ 5,427,354
Grants	1,536,466		141,325	981,300
Capital Improvements	10,514,524		11,540,733	1,500,000
SVMPC Construction				
Donations	203,310		61,857	265,807
Library Development				
Department Total	\$ 17,041,825	\$	\$ 15,520,674	\$ 8,174,461

Community Development

General Fund	\$ 938,898	\$	\$ 780,915	\$ 915,052
Grants	158,105		117,708	168,897
Capital Improvements Fund				
Donations	8,085		1,913	8,085
Department Total	\$ 1,105,088	\$	\$ 900,536	\$ 1,092,034

Debt

General Fund	\$ 281,878	\$	\$ 281,879	\$ 281,880
HURF	79,907		79,907	79,908
Airport	75,347		75,346	75,347
Park Development	126,630		126,630	126,630
SVMPC I&R	3,471,300		2,535,206	3,925,794
Capital Improvements	250,000			
Sewer	949,871		126,399	1,072,868
Refuse	301,947		22,507	301,947
Department Total	\$ 5,536,880	\$	\$ 3,247,874	\$ 5,864,374

SEACOM

	\$ 2,469,372	\$	\$ 1,570,187	\$ 2,633,965
Department Total	\$ 90,368,774	\$	\$ 65,575,942	\$ 86,748,629

CITY OF SIERRA VISTA
Full-Time Employees and Personnel Compensation
Fiscal Year 2021

FUND	Full-Time Equivalent (FTE) 2021	Employee Salaries and Hourly Costs 2021	Retirement Costs 2021	Healthcare Costs 2021	Other Benefit Costs 2021	Total Estimated Personnel Compensation 2021
GENERAL FUND	319	\$ 18,193,426	\$ 6,557,228	\$ 2,978,811	\$ 1,884,615	\$ 29,614,080
SPECIAL REVENUE FUNDS						
HURF	18	\$ 1,084,276	\$ 87,079	\$ 139,787	\$ 110,744	\$ 1,421,886
LTAF	10	481,226	50,773	91,879	61,063	684,941
Airport	2	55,025	4,237	8,578	5,178	73,018
Metropolitan Planning Org	1	114,093	9,605	7,346	8,888	139,932
Total Special Revenue Funds	31	\$ 1,734,620	\$ 151,694	\$ 247,590	\$ 185,873	\$ 2,319,777
DEBT SERVICE FUNDS						
N/A		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
N/A		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
N/A		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
Sewer	12	\$ 1,366,275	\$ 63,296	\$ 90,266	\$ 65,431	\$ 1,585,268
Refuse	17	1,436,597	81,270	119,294	87,416	1,724,577
Total Enterprise Funds	29	\$ 2,802,872	\$ 144,566	\$ 209,560	\$ 152,847	\$ 3,309,845
INTERNAL SERVICE FUND						
N/A		\$	\$	\$	\$	\$
Total Internal Service Fund		\$	\$	\$	\$	\$
TOTAL ALL FUNDS	379	\$ 22,730,918	\$ 6,853,488	\$ 3,435,961	\$ 2,223,335	\$ 35,243,702



Sierra Vista City Council
Meeting Minutes
June 11, 2020

Mayor Mueller called the June 11, 2020 City Council Meeting to order at 5:00 p.m., Council Chambers, City Hall, 1011 N. Coronado Drive, Sierra Vista, AZ

Roll Call:

Mayor Rick Mueller – present
Mayor Pro Tem Rachel Gray – present
Council Member William Benning – present
Council Member Gwen Calhoun – present
Council Member Sarah Pacheco – present
Council Member Carolyn Umphrey - present
Council Member Kristine Wolfe – present

Others Present:

Chuck Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Adam Thrasher, Police Chief
David Felix, Finance Manager
Nathan Williams, City Attorney
Jill Adams, City Clerk

Council Member Benning stated that Frank Escobar, Jr was a great friend, who died a year ago. His mother ran the Chamber and did a lot of things for the community and her husband served as a Council Member. He asked for a moment of silence for the Escobar family.

Invocation – Pastor Greg Rowles, God is Good Church, conducted the invocation.

Pledge of Allegiance - Council Member Umphrey led the Pledge of Allegiance.

Item 1 Acceptance of the Agenda

Council Member Pacheco moved that the Agenda for the Regular City Council Meeting of June 11, 2020 be approved as written. Mayor Pro Tem Gray seconded the motion.

Mayor Mueller requested to remove item five from the agenda because the Clerk will need time to ensure that there is one document that has a section for each, nonregulatory and regulatory commissions. Currently the way that the document is written may cause confusion.

Council Member Benning moved that item five be removed from the Agenda for the Regular City Council Meeting of June 11, 2020 and be approved as amended. Council Member Umphrey seconded the motion.

The motion passed by a 6/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Pacheco, Wolfe, and Calhoun.

The motion to accept the amended agenda passed by a 6/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Pacheco, Wolfe, and Calhoun.

City Manager's Report: Mr. Potucek announced that the budget work sessions will begin on Tuesday, June 16, 2020 at 3:00 p.m. in Council Chambers, and if necessary, work sessions are also scheduled for June 17 and, 18 2020 at 3:00 p.m. in Council Chambers. He reported that the May sales tax revenues have been considerable given the budget situation. The HURF revenues for May were \$239,000, lowest monthly amount since November 2016. It is \$93,000 less than the July through April monthly average of \$232,000, which clearly indicates that people have not been driving in the State. The overall April transaction privilege taxes are down \$50,000 or 2.9 percent from last April, like the loss experienced in March. The hotel, restaurant and bar taxes were the ones that took the biggest hits, but the actual retail sales tax revenues were up.

The City has received 24 business applications for the Community Development Block Grant (CDBG) Program. There were 14 applicants that did not qualify or follow through with the application process. Nine qualified as micro enterprises requesting \$66,050 and four qualified as special economic development grants requesting for \$40,000. Total requests out of the \$120,000 that Council set aside for the program were \$106,050, leaving about \$13,500. Three business owners withdrew during the process and one did not complete the application process after being self-certified. There is an issue in that seven of the applicants have already received PPP funds from the federal government and a determination needs to be made as to whether it is appropriate for them to receive the CDBG funds. Also, the first \$9,000 check was cut to United Way for the social service portion of the program.

There are now 165 confirmed cases in Cochise County, 82 recoveries, five deaths and 78 active cases. Many of these cases are occurring in the Douglas area, where more testing has been currently focused on. Governor Ducey held another press conference regarding things occurring statewide, mostly focusing on the hospital issues that have been in the news. Governor Ducey stated that there is adequate capacity in the hospitals at this point in time around the state, but he is concerned about the uptick in cases and did not give an indication as to moving into Phase II of the reopening process. The State is still under Phase I and the City will be as well and start with its gradual reopening process on Monday, June 15, 2020 with the following facilities:

- Transit building with fares being collected
- City Hall lobby
- Ethel Berger
- Cove for lap swimming

The Oscar Yrun Community Center will not reopen due to a project going on in its lobby but will reopen as soon as the project is done. Lastly, the City will be releasing on its web site and Facebook page a podcast on Friday, June 12, 2020 featuring Police Chief Thrasher, who will be talking about policing in Sierra Vista.

In response to Council Member Benning, Mr. Potucek stated that retail sales were up \$125,000 that included online sales, a 12 percent increase over last April. The actual online sales tax revenues were up \$76,000.

Council Member Benning asked if the bathrooms are open at the park. Mr. Potucek stated that only one restroom is open.

Mayor Pro Tem Gray asked Mr. Potucek if he is confident about keeping the budget numbers flat going forward. Mr. Potucek stated that he is confident.

Council Member Umphrey asked where the remaining \$13,500 of the CDBG funds get applied. Mr. Potucek stated that there are a couple of choices that staff will be looking at to recommend to Council. The program will have to reopen for the \$13,000 if Council wants to extend the program to the businesses and re-advertise. The \$13,000 is a small amount for that program, but Council could reprogram that to the social service side. Mayor Mueller noted that this would be a Council decision.

Mayor Mueller stated that the City has not yet received the CDBG Cares funds for the business portion of the loan, but there was a breakthrough in talking directly to the federal government versus the State and HUD. There was a computer issue that has been resolved and the City should be receiving the funding soon. Mr. Potucek stated that he has asked staff to start sending the money out to the businesses on Friday, June 12, 2020, which will be fronted out of the City's funds. He added that he feels confident in that the City will be reimbursed.

Public Hearing – Mayor Mueller noted that this is only a public hearing process, and that no action is required by Council. There was no response.

Item 2 Land Use Assumptions and Infrastructure Improvement Plan for the updated Development Fees

Mr. Felix stated that action by the Council is not needed at this time, but State Law requires that a public hearing of the Land Use Assumptions and Infrastructure Improvement Plan take place before it is voted on at least 30 days after the public hearing. The Land Use Assumptions and Infrastructure Improvement Plan is on the web site and to-date there have been no comments received.

The buying in approach is being used for three of the four impact fee funds, the Police, Fire, and the Park impact fees, because based off projections they were built expecting greater growth at the time. This did not occur and therefore, there is no capacity available and the subdivisions that were expected have gone on for five years. The future approach is being looked at for the infrastructure development fee along with a half lane mile programmed because the City did not bond off that fund and there is no negative balance nor excess capacity for that fund.

Council Member Umphrey asked why the third incremental expansion was not included as an option. Mr. Felix stated that it is not an option for the City because of the way that the fees currently sit. The City has excess capacity through the three funds and there are significantly negative fund balances due to the borrowing from the Capital Improvements Fund for the bonds that were issued to construct the facilities. There is a level of service for future growth and that is why that is used for the infrastructure improvement plans because the City is looking at what will be built. The third incremental expansion does not currently apply but may be used once the three funds are paid in full.

The components of the fire infrastructure improvement plan are the buying in for Fire Station III, \$593,000 and the apparatus, \$440,000. The parks infrastructure plan is \$3.1 Million, most of which is Cyr Center Park and the police infrastructure plan, \$921,000 is for the expansion that occurred a couple of years ago due to constraints that were happening at the time. The streets infrastructure improvement plan is 0.5 lane miles, \$600,000 at one intersection.

Mr. Felix stated that 0.5 lane miles does not sound like much, but it is half a section and in three years depending on the development that occurs, it can be updated at that time. The key point is that the City has 10 years to spend the money from the start to collect it and if it is not spent, it must be refunded to the developer. Currently Community Development expects that this will be the extension of Buffalo Soldier Trail to the east. This is subject to change and is labeled as a 1.0 mile, \$300,000 because it provides for flexibility to the Council on where it can be used depending on what development occurs between now and the time that the study is reviewed again.

Mr. Felix stated that the consultant has looked at the history, market and what is expected to happen and has provided a summary of the total/remaining cost and relative growth. The summary indicates that housing is going strong with new development including 2,076 people in 1,010 new housing units and 1,388 jobs in 532,000 square feet of new nonresidential development.

Mr. Felix noted that the plan will be looked at in five years, but the City strives for three and provided the following timeline:

- June 11, 2020, public hearing on Infrastructure Improvement Plan and Land Assumptions Use
- July 23, 2020, Council votes to adopt the Infrastructure Improvement Plan and Land Assumptions Use and any member of the public may comment.
- August 27, 2020, public hearing on proposed fees
- October 8, 2020, Council votes on proposed fees

Mr. Felix stated that the public may attend any of the hearings. He noted that if the fees are approved by Council, Council will then vote on reducing the current construction sales tax from 2.45 percent to 1.95 percent to bring it in line with regular sales tax, a requirement by State Law. He further stated that the City will be scheduling the proposed fees to go into effect on January 1, 2021 to allow the developers and the Department of Revenue time to implement the items.

Mayor Pro Tem Gray stated that currently there is a moratorium on the fees and asked what would happen on July 1, 2020. Mr. Felix stated that during the downturn, when the budget times were tough, the City put a moratorium on the fees, which is expiring on July 1, 2020. The fees passed about five years ago will then be in place with the sale tax differential, the 75 percent until the new fees go into effect on January 1, 2021.

New Business

Item 3 Resolution 2020-029, Designation of David Felix as Authorized Agent for Arizona Department of Emergency and Medical Affairs (DEMA) Reimbursements

Council Member Wolfe moved that Resolution 2020-029, designation of David Felix as the authorized agent for the Arizona Department of Emergency and Medical Affairs reimbursements, be approved. Mayor Pro Tem Gray seconded the motion.

Mr. Felix stated that this is simply an administrative matter that needs to be taken care of for FEMA and DEMA because they require that the City Council name an authorized agent. Currently, by Statute, the City Manager has the authority to designate that, but they do not find that acceptable. This is simply a bookkeeping issue to allow him to submit reimbursements for any of the FEMA and DEMA activities, COVID-19 items that the City is trying to get reimbursed for as well as for the CARES Act funds.

The motion passed by a 6/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Pacheco, Wolfe, and Calhoun.

Item 4 Approval of the City Council Regular Meeting Minutes of May 28, 2020

Council Member Calhoun moved that the City Council Regular Meeting Minutes of May 28, 2020, be approved. Council Member Umphrey seconded the motion. The motion passed by a 6/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Pacheco, Wolfe, and Calhoun.

Item 5 Resolution 2020-030, Amendment of City Board and Commission Guidelines – removed from the agenda.

Item 6 Resolution 2020-031, Intergovernmental Agreement between the City of Sierra Vista, the Cochise County Sheriff's Office, and the Cochise County Community College District to operate the Southeastern Arizona Law Enforcement Training Academy (SEALETA)

Council Member Umphrey moved that Resolution 2020-031, an Intergovernmental Agreement between the City of Sierra Vista, the Cochise County Sheriff's Office, and the Cochise County Community College District to operate the Southeastern Arizona Law Enforcement Training Academy, be approved. Mayor Pro Tem Gray seconded the motion.

Police Chief Thrasher stated that this is a renewal of the intergovernmental agreement that the City has with Cochise College and Cochise County Sheriff to operate the academy at the College in Douglas, Arizona. He further stated that three academy classes have been conducted and the agreement allows for the Police Department to assign a recruit training officer to the academy to help with the training/provide instructors for generalized classes, and for the College to reimburse \$10,000 per class on the over time. The agreement also provides for three academy slots at no cost to the City. There are currently three recruits hired and ready to go to the July class. The agreement will cover two classes, July 2020, and January 2021.

In response to Mayor Mueller, Police Chief Thrasher stated that this intergovernmental agreement is the same as the previous agreement.

Council Member Calhoun asked about the number of recruits that have attended the classes. Police Chief Thrasher stated that there have been four and they were all in one class. The Department has been providing the training to make sure that the academy is successful through the State and that it is available to the City's Police Department.

Mayor Pro Tem Gray asked about the cost differential between people who attend this academy versus the others. Police Chief Thrasher stated that it is significantly less for the Police Department because they are providing a recruit training officer and getting free classes, it is about \$12,000 to \$13,000 per recruit less.

Council Member Wolfe asked if the Police Department is not in any way sacrificing any type of quality accreditation in training. Police Chief Thrasher stated that they follow the Arizona Post Guidelines and outlines. The Department can positively influence the training by being a part of it instead of it always being other agencies providing the training.

The motion passed by a 6/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Pacheco, Wolfe, and Calhoun.

Call to the Public

Dr. Joseph Patterson, an emergency room physician, stated that he and his wife have been residents in Sierra Vista for 35 years and they love Sierra Vista. The community is different and special that few people know about. He thanked the Mayor and Council for their service as well as Police Chief Thrasher and officers. These unsung heroes are taken for granted and they are responsible and dedicated people out to serve and protect.

Comments and Requests of the Council

Council Member Benning thanked Dr. Patterson and stated that he also loves the community. He stated that he has been saddened, disappointed, and upset with the community, not in public, but with social media because the hate is crazy. He stated that this needs to stop, people need to think about what they want to say because they are leaving a bad impression on the community that currently must be together as one. It goes more than hearing each other, people must listen to each other and remember who they are. The community is diverse, and everyone must respect each other.

Council Member Umphrey stated that it is an honor and privilege to serve the community, especially in facing local, state, and national challenges that require collaboration and informed leadership due to COVID or widespread and continuous reports of police brutality, the recent deaths of George Floyd and Breonna Taylor. She further stated that she believes that Sierra Vista has the best police force that was reaffirmed by recent events in Sierra Vista, online and in the streets with the recent march, Black Lives Matter. She thanked the community, local businesses, the NAACP, Mayor, Council and Police Chief Thrasher and noted that she looks forward to discussion on the City's police procedures (statement on file with the City Clerk).

Council Member Pacheco stated that she participated in the protest that took place from the Sierra Vista Mall to the Police Station last week, which made her proud of the City, police force, businesses, and the community. During the march there was no unrest nor violence and people peacefully sat on the lawn in front of City Hall, which was very powerful. Lastly, she thanked Police Chief Thrasher and stated that when a PR move is made, even if it is not in the City, it is good professional practice to use those examples of misconduct of any kind and conduct review and prevent those things from happening and making changes. Lastly, she stated that she has also read the ugliness online and is also disappointed because there was a lot of beautiful things happening too.

Council Member Wolfe stated that currently there is an absence of compassion and empathy in the country that has manifested itself in Minneapolis, Louisville, Indianapolis, and other large cities. She added that she has yet to see the Governor respond with any meaningful dialogue about the injustice and horrific murder of George Floyd; however she has seen a lot from the local community, Mayor Mueller and Council Members, the local NAACP Chapter and the local Police Department. She commended Police Chief Thrasher in continuing to provide information to Council regarding police training, de-escalation, and his willingness to have conversations about how the community can be made even better. (statement on file with the City Clerk).

Council Member Calhoun thanked Spencer Couturier and Ciera Clay for organizing successful marches and events for Black Lives Matter, she thanked all the people who supported the

marches and took the opportunity to express their outrage at the murder of George Floyd, Breonna Taylor and so many others. She stated that although Sierra Vista is removed physically from the sites of those murders, Sierra Vista is not removed emotionally, and citizens sensitive to the need to support change to a nationwide system that allows and condones these heinous murders. She encouraged people to begin meaningful conversations with each other and to make an effort to understand the nationwide call to action to help change the way black men and women are viewed in America (statement on file with the City Clerk).

Mayor Pro Tem Gray thanked Dr. Patterson for his comments and noted that she agrees in that there is no better place to live than in Sierra Vista, Arizona. She also echoed many of the statements made by Council Members and stated that during the marches, many people commented to her that they were surprised at the peacefulness to which she responded that she expected no less from the community - everything that happened was exactly what she expected out of the great City of Sierra Vista. She also thanked Police Chief Thrasher and Commander Boutte for their involvement and leadership. Lastly, she offered her condolences to the Kennedy family and thanked Mr. Kennedy for his service to the community.

Mayor Mueller voiced his appreciation at Council's eloquent words and heartfelt concerns. He added that he looks forward to working with Council to make the community better. He further added that piece by piece and together, they will improve the City, County, State and Country, but it is going to take time and there must be determination in their efforts to do that. Lastly, he encouraged people to thank their father on Father's Day because it is a little late for some.

Adjournment

Mayor Mueller adjourned the June 11, 2020 meeting of the Sierra Vista City Council at 5:54 p.m.

Mayor Frederick W. Mueller

MINUTES PREPARED BY:

ATTEST:

Maria G. Marsh, Deputy Clerk

Jill Adams, City Clerk

June 8, 2020

MEMORANDUM TO: Honorable Mayor and City Council

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

FROM: Jill Adams, City Clerk

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
Resolution 2020-034, Intergovernmental Agreement with
Cochise County for Election Supplies and Services

RECOMMENDATION:

The City Clerk recommends approval.
The City Manager recommends approval.

BACKGROUND:

The City of Sierra Vista will hold its City Council Election during the General Election on November 3, 2020. For many years, the City's Elections have been staffed by the Cochise County Elections Department and the County Recorder's Office. Pursuant to the attached agreement, the County will provide polling places, ballots, administrative services, election board workers, support staff, prepared instructions and training for all election boards, and arrange for consulting services to include programming of tabulation equipment, printing ballot cards, early/sample ballots, precinct registers and signature rosters.

This IGA is an example of a successful partnership that ultimately saves the City the significant expense of staging its own election.

BUDGET APPROPRIATION:

\$26,000 has been budgeted for the 2020 Election.

RESOLUTION 2020-034

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY TO PROVIDE ELECTION SERVICES; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City will be scheduling a General Election to be held on November 3, 2020; and

WHEREAS, it is the mutual desire of the parties to provide citizens in the region with all necessary means and opportunities to participate in elections; and

WHEREAS, the City and County, in accordance with A.R.S. § 11-952, (Intergovernmental Agreements) A.R.S. § 11-251(41) (Count Lease of Personal Property), A.R.S. § 11-41-2632 (Cooperative Purchasing), and A.R.S. § Title 16 (Elections and Electors) are empowered to contract, or agree to jointly contract, for services and/or jointly exercise any powers common to both parties, which will mutually benefit both City and County.

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

SECTION 1

That the settled policy to contract with other governmental agencies to perform services whenever it is determined to be in the best interest of the citizens of Sierra Vista to not duplicate the ability to perform the service be, and hereby is, reaffirmed.

SECTION 2

That the proposed Intergovernmental Agreement, attached hereto as Exhibit A, between the City of Sierra Vista and Cochise County, providing for election services in accordance with the terms and conditions specified in said agreement, be, and hereby is, approved.

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 JUNE 2020.

Frederick W. Mueller
Mayor

Approval as to form:

Attest:

Nathan J. Williams
City Attorney

Jill Adams
City Clerk

Prepared by:
Jill Adams, City Clerk



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered this _____ day of _____, 2020 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the **City of Sierra Vista (JURISDICTION)**, located at 1011 N. Coronado Dr., Sierra Vista, AZ 85635 for certain election supplies and services;

WHEREAS, the County and the Jurisdiction have determined that the use of certain services of the Cochise County Elections Department and the Cochise County Recorder's Office is in the public interest, and the County agrees to provide such service;

WHEREAS, the County is willing to provide election services using a vote center model for election districts wishing to participate in the 2020 consolidated state Primary and General elections, but will not provide election services to districts wishing to conduct vote-by-mail elections on the 2020 consolidated elections dates for Primary and General elections;

WHEREAS, the parties have authority to enter into an intergovernmental agreement to provide for election supplies and services pursuant to A.R.S. § 11-952 (Intergovernmental Agreements), A.R.S. § 11-251(41) (County Lease of Personal Property), A.R.S. § 41-2632 (Cooperative Purchasing) and A.R.S. Title 16 (Elections and Electors), the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

1. SCOPE: The scope of this Agreement is limited to election services and supplies between the JURISDICTION and COUNTY for the Primary Election held on August 4, 2020, and/or the General Election held on November 3, 2020.

2. COUNTY DUTIES: The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 3(C), to provide the following election services:

A. Election Equipment:

1. Provide E-Poll book tablets (electronic poll register), touch-screen voting equipment and tabulation equipment at designated vote centers, for vote center model elections.
2. Provide central election tabulation equipment for early ballots.
3. Provide election reporting system.
4. Provide signage and supplies (paper rolls for machines, tape, scissors, etc)



- B. Administrative services to include the following:
 - 1. Obtain facilities for use as vote centers located throughout the County.
 - 2. Provide public notice and conduct logic and accuracy tests of programs and equipment.
 - 3. Provide early ballots and election day ballots as required.
 - 4. Deliver and pickup equipment, ballots, signage and supplies.
 - 5. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
 - 6. Validate, process and count ballots.
 - 7. Canvass the elections as required and provide documentation to Jurisdiction.
 - 8. Provide for storage and destruction of ballots and election related materials in compliance with the State of Arizona Retention Schedule guidelines.

- C. Arrange for consulting services to include the following services:
 - 1. Ballot layout and design for all ballot styles.
 - 2. Programming the operation of voting and tabulating equipment.
 - 3. Programming the operation of the election reporting module.
 - 4. Printing, folding, insertion and mailing Early Ballots and required notices excluding Informational Publicity Pamphlets if required by Jurisdiction.

- D. Arrange for election board workers:
 - 1. Hire qualified election board workers to include all Boards required and Vote Center workers.
 - 2. Train, supervise and pay election board workers.

- E. Provide an estimate of the aggregate cost of the services.

3. JURISDICTION DUTIES: The JURISDICTION understands and agrees that:

- A. The JURISDICTION retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this Agreement for any aspects of this election other than those that are expressly stated in Paragraph 2.

- B. JURISDICTION shall pay to the COUNTY the amounts at the rates set forth on Exhibit A attached hereto and incorporated into this Agreement at actual cost.

- C. With respect to any specific election for which the JURISDICTION desires services and supplies pursuant to this Agreement, the JURISDICTION shall provide written notice of the election to the COUNTY at least one hundred and twenty (120) days prior to such election.



- D. The JURISDICTION shall provide the information and detail necessary to enable COUNTY to program the ballot, including the Wards, Districts, or Precincts for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or ballot Question to be included on the ballot, in the format requested by the COUNTY.
1. Translation of the ballot text shall be provided by the JURISDICTION.
 2. The JURISDICTION is responsible for any language, layout, design, printing, mailing, and distribution of any Informational Publicity Pamphlets specific to a JURISDICTION ballot measure.
 3. The JURISDICTION is responsible for final ballot proof.
- E. If an election is cancelled prior to programming or printing ballots, the JURISDICTION shall reimburse the COUNTY for administrative actual costs per Fee Schedule.
- F. The JURISDICTION shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.
- H. The JURISDICTION understands that they will be billed jointly, on one invoice, by the Elections Department and Recorder's Office for election services as outlined in the attached fee schedule.

4. TERM. The term of this Agreement shall begin upon approval of the parties and continue through the conclusion of the November 3, 2020 election.

5. INDEMNIFICATION. To the extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

6. CANCELLATION DUE TO CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.



7. NON-DISCRIMINATION. To the extent required by law, each party to this Agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

8. WORKERS' COMPENSATION. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

9. IMMIGRATION LAWS. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

10. INSPECTION AND AUDIT. The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

11. NOTICE. All written communications shall be addressed and mailed or personally served upon the parties, as follows:

To: COCHISE COUNTY
Lisa M. Marra, Director
Cochise County Elections
1415 Melody Lane, Bldg. E
Bisbee, AZ 85603

To: JURISDICTION
Jill Adams, City Clerk
City of Sierra Vista
1011 N. Coronado Dr
Sierra Vista, AZ 85635



12. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of Arizona.

13. SAVINGS CLAUSE. Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

14. AGREEMENT MODIFICATION. This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents.

15. BREACH. Failure by the COUNTY and/or JURISDICTION to provide the services/ material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.

16. WAIVER OF CONFLICT. The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department and may or may not also represent other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this Agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the Parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.



APPROVED:

COCHISE COUNTY

BY: _____

Edward T. Gilligan,
County Administrator
Board of Supervisors

APPROVED:

CITY OF SIERRA VISTA

BY: _____

Frederick W. Mueller, Mayor

ATTEST:

BY: _____

Kim Lemons,
Clerk of the Board
Cochise County Board of Supervisors

ATTEST:

BY: _____

Jill Adams, City Clerk



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Sierra Vista and the County of Cochise for the Primary Election held on August 4, 2020 and/or the General Election held on November 3, 2020.

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Cochise County, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 8th day of June, 2020.

Cochise County Attorney

By: *Britt Hanson*
Britt Hanson, Of Counsel
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for JURISDICTION, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this _____ day of _____, 2020.

By: _____
Nathan J. Williams, City Attorney

EXHIBIT A

COCHISE COUNTY ELECTION FEE SERVICES SCHEDULE April 25, 2019	<i>Elections consolidated with State or Federal Elections</i>
Election Fee per registered voter	\$0.75
Election Fee if not met above	\$800
Cancel and Appoint	\$250
Cancel if programming started	Actual Cost
Recount per total ballots cast	Included
Info Pamphlet & Postage	Jurisdiction works with Supplier directly
Polling Place Rental if not consolidated with State election	Included
Poll workers - Early Board	Included
Poll workers - Inspector	Included
Poll workers - Marshall	Included
Poll workers - Judges/Clerks	Included
Poll workers - Troubleshooter	Included
Poll workers - Class	Included
Poll workers mileage	Included
Election Equipment – EPollbook tablet (min 2)	Included
Election Equipment - ExpressVote machine (min 2)	Included
Election Equipment - DS200 tabulator (1)	Included
Equipment Delivery Fee	Included
Provisional Ballot Fee	Included
Election Records Destruction	Included
Copy fee	\$0.30
Maps for Vote Location	Included
Recorder's Office Mailing Fees	Waived

April 13, 2017

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Jill Adams, City Clerk
SUBJECT: REQUEST FOR AGENDA ITEM
PLACEMENT RESOLUTION 2020-035
Amendment of City Board & Commission
Guidelines

RECOMMENDATION:

The City Manager recommends approval.

INITIATED BY:

Jill Adams, City Clerk

BACKGROUND

On April 13, 2017, Council approved Resolution 2017-026, adopting the Policies and Procedure Guidelines for City Boards and Commissions. These guidelines were intended to provide a resource for the Council Advisory Bodies on operational and statutory matters.

As a result of the approval of Resolution 2020-028, several of the City Commissions were dissolved. The intent was to re-establish them as Non-Regulatory commissions attached to City Departments and subject to the provisions of the City Manager's Administrative Directive CMG-CMG-2020-098, which required the amendments to the Guidelines to reflect these changes.

RESOLUTION 2020-035

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY RELATING TO CITIZEN PARTICIPATION IN THE GOVERNMENTAL PROCESS; AMENDING THE COUNCIL GUIDELINES FOR ADVISORY BODIES; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City Council has created several advisory bodies to assist in the pursuit of good government; and

WHEREAS, general Guidelines were established for these advisory bodies as Exhibit A of Resolution 3685 and amended by Resolution 4415, 4656, 4695, 2007-153; and 2017-026; and

WHEREAS, Resolution 2020-028, approved by Council on May 28, 2020, dissolved several Council Advisory Commissions; and

WHEREAS, it is necessary to update the Guidelines to reflect the changes to the City Commission system.

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

Section 1

The City Council policy of citizen participation in the form of advisory bodies is reaffirmed.

Section 2

The guidelines on citizen participation on advisory bodies, last updated by Resolution 2017-026, are hereby amended, and are attached hereto as Exhibit A. These guidelines supersede all previous guidelines and individual bylaws established by the various advisory bodies and are in effect for any advisory body not established by State Statute or governed by Articles of Incorporation.

Section 3

That the City Manager, City Clerk, and the 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 11th DAY OF JUNE 2020.

Frederick W. Mueller
Mayor

Approved as to Form:

Attest:

Nathan J. Williams
City Attorney

Jill Adams
City Clerk

Prepared by:
Jill Adams, City Clerk

CITY OF SIERRA VISTA

BOARD and COMMISSION

PRACTICE AND PROCEDURES GUIDELINES

Adopted November 9, 2017
Amended June 25, 2020



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INTRODUCTION

The City of Sierra Vista has 4 official City Council advisory bodies, which includes 2 commissions, a municipal property corporation, and an industrial development authority. The City Council creates and appoints members to these bodies to provide them with advice and recommendations related to specific subjects. In addition to the City Council advisory bodies, the City of Sierra Vista has 9 departmental commissions created to provide advice and recommendations to department directors on specific subjects.

These Practice and Procedure Guidelines are designed to assist the members of the City Boards and Commissions, and City Staff by providing:

- (1) guidance to the Commissions on Council expectations
- (2) a source of documentation regarding best practices and procedures
- (3) improved transparency
- (4) feedback to Council and Department Heads

ROLES, RESPONSIBILITIES and MEMBERSHIP

The primary role of City boards and commissions is to provide increased public input and citizen participation in the determination of City policies and procedures, and to advise the City Council and City Staff on matters of importance to the City. The boards and commissions review and make recommendations to the City Council and City Staff within their scope of responsibility as defined in the City Code, the Arizona Revised Statutes, and City Administrative Directives. They perform as a citizens' advisory arm of the City, focusing attention on specific program areas of the City. These bodies serve as vehicles for public input into City programs and policies. On specific matters referred by the City, the board or commission serves as an important reviewing body of the City.

City Commissions may advise the City on policy but should not represent themselves as policy-making bodies.

Individual members of commissions may not speak publicly on behalf of a commission or the City without preclearance by the City Manager and should be careful that any actions are not perceived as speaking on behalf of an official commission, the Council, or the City..

Each board or commission has a mission statement set forth in the organizing document for the commission. These mission statements, approved by the City, provide general direction to the members regarding the nature of their commission activities.

All commissions are comprised of five members; boards vary from five to seven members. The City Council appoints all voting members of the regulatory advisory boards and commissions by resolution of the City Council. Members of the non-regulatory commissions are appointed by the City Manager. A complete list of City Boards and Commissions and their respective missions is attached hereto.

For the majority of boards and commissions, membership eligibility is determined by the location of an individual's residence within the Greater Sierra Vista Community Metropolitan Area. Some commissions and boards (Planning and Zoning Commission, Industrial Development Authority, Personnel Advisory Board, and the Municipal Property Corporation) require residency within the incorporated city limits. Use of a post office box address or business mailing address for membership application is not permitted.

Commissioners are expected to attend all regular meetings. After three consecutive unexcused absences, the Commission may vote to recommend retention or removal of the absent Commissioner. The removal of a Commissioner is not effective until passed by Council Resolution.

Commissions may also have Associate members. Associate members may be part of commissions by vote of the commission, without Council approval. These members do not have voting rights, do not count towards a quorum at meetings, and are not authorized to speak publicly on behalf of the commission. A Commission may vote to approve as many associate members as it deems necessary. Associate members have no restriction on residency and may participate in all discussion and activities of the commission. Associate members may serve for a term of two years from the date of the approval of their application by the commission, must reapply for new terms, and have a term limitation similar to appointed commissions of three consecutive terms.

Each Regulatory Commission has a Council Member appointed by the Mayor to act as liaison between the Commission and the City Council. The role of the Council Member is to communicate to the Board or Commission relevant actions of the Council to their Commission and communicate to City Council concerns and issues on behalf of the Commission.

A City Staff member is assigned as liaison to each board and commission. It is the job of the staff liaison to facilitate the business of the commission, provide administrative support, and answer questions. Commissions may request assistance of Staff but cannot assign tasks to the staff.

SELECTION AND TERMS

Applications for voting membership shall be accepted and maintained for a period of one year. Appointments to fill vacancies shall be made from this standing list.

Potential candidates may be screened, interviewed, and recommended by the commission but it is not required.

Voting members of regulatory commissions shall be appointed by Council Resolution by a majority of members present.

Appointments are for two-year terms. Members are eligible to serve up to three consecutive terms. Partial terms do not count against the term limits. Members having reached their three-term limit may reapply for appointment after a period of not less than one year.

REGULATORY COMMISSION MEETINGS, WORK SESSIONS, AND RETREATS

Regular Meetings

City regulatory boards and commissions meet at a regularly scheduled day, time, and location. Commissions meet once per month or on an as needed basis. The commission chairman is responsible for establishing meeting times and dates. Boards meet as required by the workload.

Other Locations

The Commissions may elect to meet at other locations. Upon such decisions, the City Clerk shall give public notice of the date, time, and location of such meeting in accordance with all provisions of Arizona Revised Statutes.

Cancelled Meetings

1. When cancelling a regularly scheduled meeting, a notice will be posted at least 24 hours in advance, as required by the state statutes.
2. Meetings are cancelled when they fall on a legal holiday, there is a lack of a quorum, or there is no business to be considered.
3. The Chairman may choose an alternate date to make up the cancelled meeting if necessary.

Work Sessions, Special Meetings, Retreats, and Committee Meetings

City Commissions occasionally schedule work sessions, special meetings, retreats, or committee meetings when working on special projects. Work sessions, special meetings, retreats, and committee meetings are subject to the open meeting laws, are noticed and posted pursuant to A.R.S. and are recorded. Retreats can be scheduled for discussions that require more time than allowed at a normal work session, such as strategic planning.

Commissions can schedule work sessions, retreats, and committee meetings for discussion and presentations only, and voting is not permitted.

Commissions can schedule special meetings if a regular meeting is rescheduled for any reason and contain actionable items for the Commission's consideration.

Notices of Meetings

1. Notices and agendas of meetings and work sessions are posted pursuant to A.R.S. § 38-431.02. The City has designated the following locations as official posting locations for all City notices: City Hall, the Oscar Yrun Community Center, the Sierra Vista Public Library, the Sierra Vista Aquatic Center, and on the City website at <http://www.sierravistaaz.gov/>.
2. The City Clerk's Office prepares and circulates a monthly meeting calendar that includes regulatory board and commission meetings.

Quorum

Consistent with City Code § 30.18¹, "A majority of the Commission shall constitute a quorum for transacting business." In a body of five members, three members constitute a quorum regardless of vacant positions.

Minutes

Each Board or Commission shall record meetings, work sessions, retreats, and committee meetings. Staff will forward the recording to the City Clerk within 72 hours of the meeting for posting on the City website.

The recording will be designated the official record of the meeting, and written minutes will not be prepared.

Conduct at Meetings

¹ [City Code § 30.18](#)

The parliamentary procedures outlined by Roberts' Rules of Order generally guide the conduct of regular and special meetings of City Boards and Commissions². It is the role of the Chair to conduct each meeting. It is his/her responsibility to maintain control of the meeting and ensure the provisions of the Open Meeting Law are met.

Obtaining the floor: A member of the Board or Commission shall first address the Chair and gain recognition. Comments and questions should be directed through the chair and limited to the issue before the Commission.

Interruptions: Once recognized, a Commission member is considered to "have the floor" and another Commission member may not interrupt the speaker except to make a point of order or inquiry. In such a circumstance, the Commission member holding the floor shall cease speaking until the point of order or inquiry has been resolved.

Discussion: A Commission member should not speak more than once on a subject until every other member has had the opportunity to speak. The Chair will normally allow other Commission members to speak first, then give his or her views and summarize.

Calling for the question: The Chair normally "calls for the question" when he or she is satisfied that all Commissioners have had an opportunity speak regarding an agenda item requiring a vote. The "call for the question" is to disallow further debate and to put the agenda item issue to an immediate vote.

AGENDAS

As presiding officer, the Chair is responsible to the Commission for setting the agenda for all regular meetings, special meetings, work sessions, and retreats. Preparation of Commission agendas is coordinated by the Staff Liaison and forwarded to the City Clerk's office for posting.

Due to the specific nature of their duties, agendas for the various City Boards and the Municipal Property Corporation are prepared by the Staff Liaison and posted by the City Clerk's office.

Agendas shall be prepared and forwarded to the City Clerk's office a minimum of one week prior to the meeting date. Agendas and all back-up materials are provided to Commission members and liaisons electronically unless a paper copy is specifically requested.

Items are placed on an agenda under the following circumstances:

1. At the request of an individual or a non-quorum group of Commission members.
2. At the request of Council or Staff Liaison

Agendas may also contain items for liaison reports, special presentations, and call to the public. It is the decision of the individual commission if these types of items are included on the agenda. If included, comments and presentations must be directly related to the business of the commission. Call to the public and comments on subjects not appearing on the agenda shall be treated as one-way communications. Members can request clarification on comments, but discussions are not allowed.

² [Roberts' Rules of Order](#)

OPEN MEETING, PUBLIC RECORD, and CONFLICT OF INTEREST LAWS

Open Meeting Law: The open meeting law was enacted to insure transparency of the activities of elected and appointed officials. A link to the Arizona State Ombudsman's Open Meeting Law Handbook is included in these guidelines. All members of Sierra Vista City Boards and Commissions are subject to the provisions of the State of Arizona Open Meeting Law, A.R.S. § 38-431. The City Clerk's Office offers Open Meeting Law training annually. Commissioners are required to attend these sessions.

Public Record Laws: A.R.S. § 39-121.01³ requires Board and Commission members to document and preserve records "reasonably necessary or appropriate to maintain an accurate knowledge of their official activities and of any of their activities and any of their activities which are supported by monies from this state or any political subdivision of this state." All documents created or maintained in the course and scope of the position as Board or Commission member constitute public records and are subject to disclosure, unless deemed confidential by statute or attorney opinion, upon request. This includes documents created and maintained on personal computers, tablets, phones, or traditional files not maintained by City employees on behalf of the Board and Commission members.

All public records have statutory and regulatory retention schedules. This includes all records created by the Board and Commission members. Board and Commission members are strongly advised not to retain documents evidencing conduct of City business in their possession or on their electronic devices. At the appropriate time, all records of the business of the Board or Commission should be transferred to the Staff Liaison and purged from private devices.

Conflict of Interest Laws

A.R.S. §38-501 through 38-511 establish the requirements of the Arizona [Conflict of Interest](#) Laws. Public Officers are required to declare a [Conflict of Interest](#) whenever that Officer or a member of their family has a substantial interest in any type of business of the City. If a [conflict of interest](#) exists, the Commission member is required to make the conflict public and refrain from participation in any vote or discussion. The form to record the conflict is available from the City Clerk. Completed forms will become part of the public record of the City and retained accordingly.

COMMUNICATIONS WITH MAYOR AND CITY COUNCIL MEMBERS

Commission liaison updates are placed on City Council Work Session Agendas during the second regular City Council Work Session each month.

Commissions may submit recommendations and requests to City Council for their consideration by memorandum through their Council Liaison at any time.

SPECIAL PROJECT TASKING

The City Council has established a process to assign special projects to a commission or multiple commissions. Proposed taskings will be included as a separate work session agenda during the Board and Commission Liaison Update agenda item on the Council work session agendas. These taskings represent special projects that may be outside of the Commission's normal activities. Taskings may be for one or multiple commissions.

³ [A.R.S. § 39-121.01](#)

Commissions assigned special projects will receive from Council a memo identifying the issue assigned. Commissions shall provide Council a work plan that includes a statement of scope, a schedule for accomplishing the task, an estimate of cost/opportunity cost, and the deliverable (idea/solution). At the conclusion of the project, the commission will submit a final report with recommendations to the Council for further action.

ADMINISTRATION

Administrative Support

General staff and administrative support to members of the Commissions is provided through the staff liaison of the department each Board or Commission is assigned to. Support includes assistance with agendas and meeting materials, minutes, recordings, and other assistance as needed.

Budget

Boards and Commissions do not participate in the preparation of the City Budget. Staff liaisons assigned to Boards and Commissions may solicit and consider budget recommendations that pertain to the mission of the Board or Commission and include them in their proposed operating budget if appropriate.

Vehicles

If a Board or Commissioner is travelling in their official capacity, they are encouraged, but not required, to use the City fleet vehicles for all City related travel. Vehicle reservations are made through their Staff Liaison.

When using a private vehicle on official City business, the City's insurance is not primary for coverage in case of an accident. However, if an accident occurs, contact should be made with the City Clerk's Office as soon as possible regardless of whether vehicle is City or personal.

Websites, Media Relations, Outreach

The Public Affairs Office (PAO) maintains the City's website (<http://www.sierravistaaz.gov>) and social media sites. Pursuant to the City Administrative Directive⁴ (copy attached), City supported social media sites are maintained and updated by web stewards trained by the PAO. Requests for advertising can be made through the staff liaison.

Fundraising

Any fundraisers held by commissions, where items are sold or auctioned, must be first approved by the City Chief Financial Officer. Funds raised in this manner are revenue, and in order to be used in the current fiscal year, must have funds budgeted against the revenue in the current year's budget.

Commissions may also seek donations of money or items. A donation occurs when the donor receives nothing in return for their gift beyond acknowledgment of the donation. Donations are processed by the City Finance Department and are reserved for programs or departments specified by the donor. A City donation form is used to document the receipt of these funds.

NON-REGULATORY DEPARTMENTAL COMMISSIONS

Pursuant to Resolution 2020-028 Non-regulatory commissions assigned to City departments are governed by City Manager Administrative Directive. Non-Regulatory Departmental Commissions are not subject to open meeting law requirements that relate to public meetings, agendas, and minutes. ¹ [City Administrative Directive](#)

ROLES, RESPONSIBILITIES, AND MEMBERSHIP

Non-regulatory commissions are comprised of five members appointed by the City Manager. A complete list of City Boards and Commissions and their respective missions is attached hereto. The primary role of these commissions is to provide public input and citizen participation on City projects and policy development. Non-regulatory commissions may advise the City staff on policy but should not represent themselves as policy-making bodies.

Individual members of commissions may not speak publicly on behalf of a commission or the City without preclearance by the City Manager and should be careful that any actions are not perceived as speaking on behalf of an official commission, the Council, or the City..

Each board or commission has a mission statement, a copy of which is attached hereto. These mission statements, approved by the City, provide general direction to the members regarding the nature of their commission activities.

SELECTION AND TERMS

Applications for membership shall be accepted and maintained for a period of one year. Appointments to fill vacancies shall be made from this standing list.

Potential candidates may be screened, interviewed, and recommended by the commission but it is not required.

Voting members of regulatory commissions shall be appointed by Council Resolution by a majority of members present.

Appointments are for two-year terms. Members are eligible to serve up to three consecutive terms. Partial terms do not count against the term limits. Members having reached their three-term limit may reapply for appointment after a period of not less than one year.

MEETINGS AND AGENDAS

Non-regulatory commissions shall meet a minimum of four times per year. The meetings are open to the public and agendas and notices will be posted by the City Clerk's Office. Commission members are expected to attend all meetings. Regular absence may result in removal from the commission.

Agendas and meeting notices shall be prepared and distributed by the staff liaison. Non-regulatory commissions are not subject to the provisions of the open meeting law but shall endeavor to operate as transparently as possible.

PUBLIC RECORD LAWS

Meeting minutes are not required of non-regulatory commissions, but records and/or documents created by the commission relating to its activities are considered public records and must be maintained as such.

ADMINISTRATIVE SUPPORT

General staff and administrative support to members of the commissions is provided through the staff liaison of the department each Commission is assigned.

Budget

Commissions do not participate in the preparation of the City Budget. Staff liaisons assigned to non-regulatory commissions may solicit and consider budget recommendations that pertain to the mission of the commission and include them in their proposed operating budget if appropriate.

Regulatory Boards and Commissions

Name	Department
Board of Adjustment	Community Development
Board of Appeal	Community Development
Employee Benefit Trust	Human Resources
Fire Pension Board	Human Resources
Industrial Development Authority	N/A
Municipal Property Corporation	Finance
Park and Recreation Commission	Leisure and Library Services
Personnel Advisory Board	Human Resources
Planning and Zoning Commission	Community Development
Police Pension Board	Human Resources

Nonregulatory Boards and Commissions

Name	Department
Airport Commission	Public Works
Arts and Humanities Commission	Leisure and Library Services
Commission on Cultural Diversity	Leisure and Library Services
Commission on Disability Issues	Community Development
Environmental Affairs Commission	Public Works
Library Advisory Commission	Leisure and Library Services
Tourism Commission	Public Affairs Office
West End Commission	Community Development
Youth Commission	Leisure and Library Services

June 25, 2020

MEMORANDUM TO: Honorable Mayor and City Council

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

FROM: Jeff Pregler, AICP
Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2020-036
Request for Final Plat Approval
Holiday at Pueblo Del Sol, Phase 5A, Lots 1-29

RECOMMENDATION:

The City Manager recommends approval.
Director of Community Development recommends approval.
The Development Review Committee recommended unanimous approval.

BACKGROUND:

Location: This property is located in a portion of the northwest quarter of Section 19, Township 22, South, Range 21 East
Owner: Castle & Cooke Arizona, Inc.
Engineer: McIntosh & Associates

Phase 5A consists of 6 acres (MOL) and is currently vacant. The property was formerly used for the Pueblo Del Sol (PDS) RV Park. The property is located adjacent to the earlier phases of the Holiday subdivision and will have access to the same amenities such as access to the country club and swimming pools. Access to the site will be from Resort Drive which connects to Canyon De Flores Drive.

The City Council approved the preliminary plat on October 10, 2019 which encompassed both Phase 5A and 5B for a total of 59 lots. Only Phase 5A is being considered for approval at this time.

ANALYSIS

The Holiday at PDS, Phase 5A subdivision plat will consist of 29 lots. The zoning on the property is Multi-Family Residential (MFR). The developer is proposing to construct single family detached homes on the property. Article 151.22.010, *Multi-Family Residential Zoning District*, requires a minimum lot size of 4,500 square feet for all single-family detached residences. The developer is exceeding this lot size requirement.

The streets will be private and have a total width of 31 feet. The sewer systems will be public and the responsibility of the City of Sierra Vista. Pueblo Del Sol (PDS) Water Company will provide water for the subdivision.

The PDS Water company was provided a designation of adequate water supply by the Arizona Department of Water Resources (ADWR) on May 17, 2013. Therefore, the subdivision meets the water adequacy requirements stated in the Development Code.



The final plat meets all Development Code requirements and was recommended for approval by the Development Review Committee (DRC) on June 17, 2020.

Per Development Code Section, 151.19.005, *Improvement Security*, the developer is required to submit a Subdivider's Agreement and an Improvement Security Guaranty Agreement should public improvements be constructed in conjunction with the subdivision. The Subdivider's Agreement outlines the developer's public improvement responsibilities such as construction timelines and acknowledgment of an improvement security. The Improvement Security Guaranty Agreement is a monetary agreement which is an assurance that there is funding available to complete the improvements. The security must comply with the approved types of agreement as outlined in Development Code Article 151.08.002. The developer has provided a performance bond as their form of security. As part of the subdivision approval process, the Mayor and City Council are required to accept the Subdivider's Agreement and performance bond.

ATTACHMENTS:

Resolution

A copy of the final plat, also known as Exhibit A.

Subdivider's Agreement and Security Guaranty Agreement

RESOLUTION 2020-036

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY GRANTING APPROVAL OF THE FINAL PLAT FOR THE HOLIDAY AT PDS PHASE 5A, LOTS 1-29 AND ACCEPTING THE SUBDIVIDER'S AGREEMENT AND IMPROVEMENT SECURITY; 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, Section 151.19.004 of the City Code requires a final plat in full compliance with the provisions of the Code to be submitted and approved; and

WHEREAS, Section 151.19.005, *Improvement Security*, requires the Developer to provide a Subdivider's Agreement and an Improvement Security Guaranty Agreement (hereforth known as associated documents) for proposed public improvements to be submitted and accepted;

WHEREAS, in accordance with the provisions of Article 151.19 of the City Development Code, the developer of the Holiday at PDS subdivision, Phase 5A, Lots 1-29, has submitted a final plat and associated documents; and

WHEREAS, the final plat and all associated documents were reviewed by the City Staff and found to conform to all appropriate provisions of the City Code and Zoning Ordinance; and

WHEREAS, the Development Review Committee approved the final plat on June 17, 2020; and

WHEREAS, it is the policy of the City of Sierra Vista to only approve those plats which: a) provide for the orderly growth and harmonious development of the City of Sierra Vista; b) secure adequate traffic circulation through a coordinated street system in relation to major thoroughfares, adjoining subdivisions and public facilities; c) achieve individual property lots with optimum utility and livability; d) secure adequate provision for water supply distribution, drainage and flood control, sanitary sewerage, street lights and other health and safety requirements; e) ensure and facilitate provision of sites for schools, recreation and other public purposes; and f) conform to all applicable provisions of the City Code and Zoning Ordinance; and

WHEREAS, approval of this resolution reaffirms established policy, granting approval of final subdivision plats.

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

SECTION 1

That the settled policy of approving final subdivision plats, be, and hereby is, reaffirmed.

SECTION 2

That the final plat for Holiday at PDS, Phase 5A, Lots 1-29 be approved and that the Subdivider's Agreement and Improvement Security Guaranty Agreement, be, and hereby are, accepted.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take 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 JUNE, 2020.

FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN WILLIAMS
City Attorney

PREPARED BY: Jeff Pregler,
Senior Planner

EXHIBIT A

McINTOSH & ASSOCIATES logo and title block information including 'FINAL PLAT' and 'Castle & Cooke Arizona, Inc.'

FINAL PLAT FOR HOLIDAY AT PUEBLO DEL SOL - PHASE 5A

LOTS 1 THROUGH 29, COMMON AREAS "A", "B", "C", "D", AND THE PUBLIC DRAINAGEWAY A PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 21 EAST, G.&S.R.M. IN THE CITY OF SIERRA VISTA, COUNTY OF COCHISE, STATE OF ARIZONA

NOVEMBER, 2019 6.00 ACRES (GROSS)

APPROVAL: I, ALL ADAMS, CLERK OF THE CITY OF SIERRA VISTA, DO HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, ON THIS DAY OF 20

RECORDING DATA: STATE OF ARIZONA COUNTY OF COCHISE FILE # OF THIS DAY

LEGAL DESCRIPTION: (Continued) 14) SOUTH 6023.00' EAST, A DISTANCE OF 46.82 FEET; THENCE

LEGAL DESCRIPTION: 1) NORTH 34.00' EAST, A DISTANCE OF 85.76 FEET; THENCE

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS PLAT, CONSISTING OF THREE SHEETS, REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT THE PROPERTY

DEDICATION: WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

LEGAL DESCRIPTION: 15) SOUTH 6023.00' EAST, A DISTANCE OF 46.82 FEET; THENCE

LEGAL DESCRIPTION: 2) NORTH 34.00' EAST, A DISTANCE OF 85.76 FEET; THENCE

SUBDIVISIONS CERTIFICATION: I HEREBY CERTIFY THAT THIS PLAT, CONSISTING OF THREE SHEETS, REPRESENTS A SUBDIVISION MADE BY ME OR UNDER MY DIRECTION

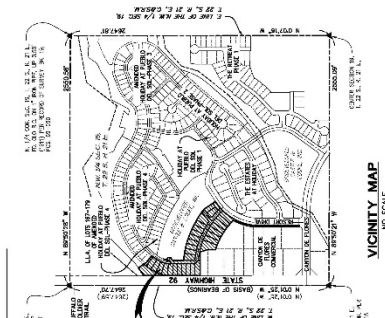
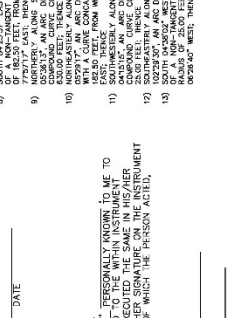
RATIFICATION: I, THE UNDERSIGNED, AS SECRETARY OF THE NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS SECRETARY UNDER DEED OF TRUST, RECORDED JANUARY 31, 2013 AS DOCUMENT NO. 2013-02580, OFFICIAL RECORDS OF COCHISE COUNTY.

GENERAL NOTES: 1. THIS SUBDIVISION IS SUBJECT TO THOSE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN

GENERAL NOTES: 2. ANY RELOCATION, MODIFICATION OR REIMBURSEMENT FOR DAMAGES TO EXISTING UTILITIES AND/OR

GENERAL NOTES: 3. ALL EASEMENTS FOR PUBLIC UTILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND

GENERAL NOTES: 4. ALL STREETS IN THIS SUBDIVISION IS ZONED MFR (MULTI-FAMILY RESIDENTIAL).



PREPARED FOR: (OWNER) CASTLE & COOKE ARIZONA, INC. 4100 CANYON DE FLORES

SURVEY BY: (SURVEYOR) ROBERT TECHNICAL SERVICES 1600 PASADENA BLVD, SUITE 203

PREPARED BY: (AGENT) MCINTOSH & ASSOCIATES 2700 ROBERTS AVE. COCHISE BAKERSFIELD, CA 93308

FINAL PLAN FOR
HOLIDAY AT PUEBLO DEL SOL - PHASE 5A
LOTS 1 THROUGH 29, COMMON AREAS "A", "B", "C", "D", AND THE PUBLIC DRAINAGEWAY
A PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 21
EAST, G.&S.R.M.
IN THE CITY OF SIERRA VISTA, COUNTY OF COCHISE, STATE OF ARIZONA
NOVEMBER, 2019
6.00 ACRES (GROSS)



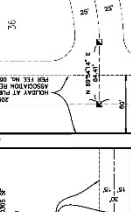
CURVE	RADIUS	CHORD	ANGLE	BEARING	DELTA
01	8063.12	286.37	14.57	271.50	87.93
02	9863.12	89.87	43.87	70.41	114.27
03	6453.12	43.87	51.87	250.51	109.23
04	8063.12	176.86	65.87	92.41	135.47
05	18250.00	14.74	7.39	427.42	7.41
06	18250.00	3.17	1.59	109.52	3.17
07	18250.00	48.57	24.17	489.82	48.57
08	18250.00	22.07	11.04	102.50	22.07
09	18250.00	48.57	24.17	87.93	48.57
10	25.00	42.13	23.02	87.93	42.13
11	18250.00	48.57	24.17	271.62	48.57
12	18250.00	48.57	24.17	230.52	48.57
13	18250.00	48.57	24.17	230.52	48.57
14	18250.00	48.57	24.17	230.52	48.57
15	6063.12	20.59	10.29	176.18	10.29
16	6063.12	48.57	24.17	489.82	48.57
17	6063.12	20.59	10.29	102.50	10.29
18	6063.12	48.57	24.17	102.50	48.57
19	6063.12	20.59	10.29	102.50	10.29
20	6063.12	48.57	24.17	102.50	48.57
21	6063.12	20.59	10.29	271.62	20.59
22	6063.12	48.57	24.17	271.62	48.57
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26	6063.12	48.57	24.17	271.62	48.57
27	6063.12	20.59	10.29	271.62	20.59
28	6063.12	48.57	24.17	271.62	48.57
29	6063.12	20.59	10.29	271.62	20.59

CURVE	RADIUS	CHORD	ANGLE	BEARING	DELTA
31	8063.12	286.37	14.57	250.51	87.93
32	9863.12	89.87	43.87	143.27	114.27
33	6453.12	43.87	51.87	250.51	109.23
34	8063.12	176.86	65.87	92.41	135.47
35	18250.00	14.74	7.39	7.41	7.41
36	18250.00	3.17	1.59	109.52	3.17
37	18250.00	48.57	24.17	271.62	48.57
38	18250.00	22.07	11.04	102.50	22.07
39	18250.00	48.57	24.17	87.93	48.57
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44	18250.00	48.57	24.17	230.52	48.57
45	6063.12	20.59	10.29	176.18	10.29
46	6063.12	48.57	24.17	489.82	48.57
47	6063.12	20.59	10.29	102.50	10.29
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58	6063.12	48.57	24.17	271.62	48.57
59	6063.12	20.59	10.29	271.62	20.59

CHORD	ANGLE	TANGENT	SECANT	CHORD BEARING	TANGENT BEARING
31	8063.12	286.37	25.41	271.50	271.50
32	9863.12	89.87	15.16	143.27	143.27
33	6453.12	43.87	21.86	250.51	250.51
34	8063.12	176.86	52.14	92.41	92.41
35	18250.00	14.74	23.11	7.41	7.41
36	18250.00	3.17	4.91	109.52	109.52
37	18250.00	48.57	21.53	271.62	271.62
38	18250.00	22.07	11.37	102.50	102.50
39	18250.00	48.57	21.53	87.93	87.93
40	25.00	42.13	23.02	271.62	271.62
41	18250.00	48.57	21.53	271.62	271.62
42	18250.00	48.57	21.53	230.52	230.52
43	18250.00	48.57	21.53	230.52	230.52
44	18250.00	48.57	21.53	230.52	230.52
45	6063.12	20.59	11.46	176.18	176.18
46	6063.12	48.57	21.53	489.82	489.82
47	6063.12	20.59	11.46	102.50	102.50
48	6063.12	48.57	21.53	102.50	102.50
49	6063.12	20.59	11.46	102.50	102.50
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51	6063.12	20.59	11.46	271.62	271.62
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57	6063.12	20.59	11.46	271.62	271.62
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59	6063.12	20.59	11.46	271.62	271.62

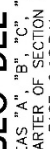


NOTES
SEE SHEET 2
LEGEND
SEE SHEET 2



McINTOSH
300 N. MEADEN CANYON
AZ 85602-8809
(602) 434-4814
4/20/20

Castle & Cooke Arizona, Inc.
HOLIDAY AT PUEBLO DEL SOL - PHASE 5A
FINAL PLAN
SHEET 3 OF 3
DATE: 11/15/2019



June 18, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
FROM: Sharon Flissar, Director of Public Works
SUBJECT: REQUEST FOR AGENDA ITEM
PLACEMENT RESOLUTION 2020-037

RECOMMENDATIONS:

The Director of Public Works recommends approval.

The Assistant City Manager recommends approval.

The City Manager recommends approval

INITIATED BY:

The Arizona Department of Transportation

BACKGROUND:

The City is utilizing HURF exchange and MPO funding for streetscape improvements on North Garden and Fry Boulevard. The design of the project is underway, and although the design was originally intended to be completed by the end of the current calendar year, COVID-19 has unfortunately created some delays. Specifically, in-person meetings had to be postponed and staff from all coordinating agencies experienced disruptions to normal work processes. City staff reached out to ADOT, and ADOT was amenable to a time extension for the project given that circumstances related to COVID-19 were unforeseen and beyond anyone's control. In addition, a small amount of additional funding has been added to the project from both HURF exchange and Surface Transportation Block Grant apportionments.

Attached to this memo is an amendment to our current Inter-Governmental Agreement with ADOT for the above referenced project. The amendment increases the amount of money we are to receive from \$2.95M to \$3.13M. In addition, the programmed fiscal years for both design and construction were adjusted to account for six months of delays.

BUDGET APPROPRIATIONS:

No match money from the City's General Fund is required.

Attachment

RESOLUTION 2020-037

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO APPROVE THE EXCHANGE OF HURF FUNDS TO DESIGN AND CONSTRUCT IMPROVEMENTS FOR NORTH GARDEN AVENUE AND FRY BOULEVARD; AS WELL AS 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, it is the settled policy of the City Council to authorize the City staff to seek, make application for, and accept any Federal and State funding assistance for improvements to our community that are beyond the funding capacity of City revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City and State share responsibilities of providing streets and public roadways, which are safe and meet the transportation needs of the general public; and

WHEREAS, a "west end" corridor study has determined that roadway narrowing is warranted to enhance streetscape, bicycle, and pedestrian improvements; and

WHEREAS, such improvements are expected to provide a more balanced multi-modal safe corridor and increase economic vibrancy of the City's "west end".

WHEREAS, it is in the mutual interest and benefit for the Arizona Department of Transportation (ADOT) and the City to construct said improvements; and

WHEREAS, both parties desire to enter into an Intergovernmental Agreement that will increase the amount of funding available for the project from \$2,948,333 to \$3,127,295 and extend the project timeline due to impacts associated with COVID-19; and

WHEREAS, the HURF money will be used to design and construct improvements to North Garden Avenue and Fry Boulevard; and

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

SECTION 1

That the settled policy of the City Council of seeking Federal and State funding assistance, be, and hereby is, reaffirmed.

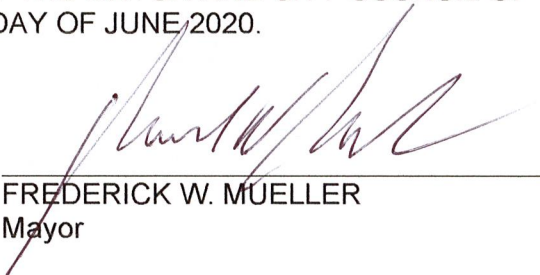
SECTION 2

That the City Council approves entering into an amended Intergovernmental Agreement with ADOT to improve North Garden Avenue and Fry Boulevard.

SECTION 3

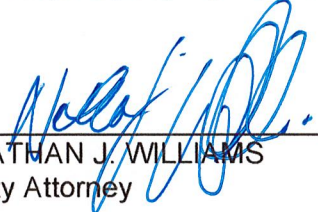
That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution,

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 25TH DAY OF JUNE 2020.



FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:



NATHAN J. WILLIAMS
City Attorney

ATTEST:



JILL ADAMS
City Clerk

PREPARED BY:
ANGELA DIXON MAHER
Senior Civil Engineer

ADOT File No.: IGA/ JPA 18-0006906-I
Amendment No. Two: 20-0007780-I
AG Contract No.: P001 2018 001877
Project Location/Name: North
Garden/Fry Blvd - Phase 1
Type of Work: Sidewalk, Striping, and
Lighting Improvements
Federal-aid No.: HURF
ADOT Project No.: T00182 01D/01C
TIP/STIP No.: SVMPO 18-01
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SIERRA VISTA

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date JULY 29, 2020, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SIERRA VISTA, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 18-0006906-I, A.G. Contract No. P0012018001877, was executed on September 26, 2018, (the “Original Agreement”); IGA/JPA 18-0006906-I Amendment No. One, executed on July 15, 2019, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to extend the timeframe to 2022, and revise Project costs for the design and construction phase of this HURF Exchange Project. Attachment One (HURF Exchange Project Scoping Form, HURF Exchange Project Cost Estimate, HURF Exchange Project and Draw Schedule, and HURF Exchange Draw and Final Reimbursement Invoice) is revised and replaced accordingly. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

I. RECITALS**(NO CHANGES)****II. DEFINITIONS AND ACRONYMS****(NO CHANGES)****III. SCOPE OF WORK****Section III, Paragraph 1. is revised, as follows:**

1. The City has represented to the State that it will be able to complete the Project phases according to the Funding Transfer and Authorization Schedule table below.

Funding Transfer and Authorization Schedule Table				
Project Phase(s) Programmed in TIP Intended as HURF Exchange	Fiscal Year Programmed	STBGP Apportionments and OA Charged to COG/MPO*	HURF Exchange Funding Credited to COG/MPO	Deadline to Submit Authorization Request to ADOT
Design	2019/2020	\$464,604.00	\$418,144.00	June 30, 2019
Right of Way				
Construction	2022	\$2,662,691.00	\$2,396,422.00	June 30, 2021
Other:				
TOTAL		\$3,127,295.00	\$2,814,566.00	
*STBGP apportionments <u>and</u> obligation authority will be charged to the COG/MPO at 100% of this amount.				

IV. MISCELLANEOUS PROVISIONS**Section IV, Paragraph 17 is revised, as follows:**

17. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State’s Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. Two is the written determination of each Party’s legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

CITY OF SIERRA VISTA

STATE OF ARIZONA
Department of Transportation

DocuSigned by:
By Frederick Mueller, Mayor
RICK MUELLER
Mayor

DocuSigned by:
By Steve Buschen
STEVE BOSCHEN, PE
Division Director

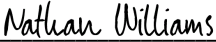
ATTEST:

DocuSigned by:
By Jill Adams, Clerk
JILL ADAMS
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF SIERRA VISTA

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SIERRA VISTA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DocuSigned by:


NATHAN WILLIAMS, City Attorney

7/13/2020

Date

ATTACHMENT ONE
IGA 18-0006906-I
Amendment No. Two: 20-0007780-I

HURF EXCHANGE PROJECT FORMS

HURF Exchange Project Scoping Form

Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.

INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request.

Enter information into GREEN CELLS

PROJECT INFORMATION

(information provided in this section will auto-populate to the Project Cost Estimate and Draw Schedule tabs)

Project Sponsor	City of Sierra Vista
Sponsor Contact	Angela Dixon-Maher
Contact Phone #	520-458-5775
Contact Email	Angela.Dixen-Maher@SierraVistaAz.gov
Project Name	North Garden/Fry Blvd Phase 1
Project Location	City of Sierra Vista
Functional Classification (select from list)	Minor Arterial
Termini Begin/End	Fry Blvd between N. Garden Ave. and 7th St.; and N. Garden Ave. between Fry Blvd. and Buffalo Soldier Trail
ADOT District (select from list)	South Central District

ADOT USE ONLY

ADOT Project Number (5 digit)	T0182	IGA Number	18-0006906-I
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Funding Information

COG/MPO (select from list)				
TIP Information	<i>Description</i>	<i>Design</i>	<i>Right of Way</i>	<i>Construction</i>
	Year Programmed	FY19	N/A	FY21
	TIP Number	SVMPO 18-01		SVMPO 18-01
	HURF Exchange Amount	\$418,144.00		\$2,396,422.00
	Sponsor Amount	\$0.00		\$0.00
	Total Amount	\$418,144.00	\$0.00	\$2,396,422.00

Scope of Work Summary

Delivery Method (select from list)	Advertise for bids
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Scoping document attached? (select from list)	No
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<p>Major Items of Work (press Alt-Tab to create a new line; press Alt-Tab-Tab to create a new paragraph)</p>	<p>Scope is the same: this modification is not a change in the scope of this project. The increased funds are to ensure adequate post-design services for the desired streetscape project, include prioritized public outreach amenities, ensure adequate interaction with business owners and to ensure adequate outreach. These items were all initially scoped but preliminary cost estimates exceed identified funding.</p> <p>Major items of work: Following the Conceptual Design Plans for the West End, a professional engineering firm will be contracted to provide architectural, streetscape and traffic improvements for the reconstruction of the North Garden Ave. Corridor between Fry Blvd. and Buffalo Solider Trail. Construction, bid ready, documents will be prepared. This phase will also include public outreach with public meetings in the project area.</p>
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HURF Exchange Project Cost Estimate				
Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.				
INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request. List all items necessary to develop and construct the project. The sponsoring agency is responsible for verifying all costs and their accuracy. Construction cost overruns will be the responsibility of the sponsoring agency.				Enter values into GREEN CELLS
PROJECT INFORMATION				
(fields below will be populated based on information entered on the Project Scoping Form tab)				
Project Sponsor	City of Sierra Vista			
Sponsor Contact	Angela Dixon-Maher			
Contact Phone #	520-458-5775			
Contact Email	Angela.Dixen-Maher@SierraVistaAz.gov			
Project Name	North Garden/Fry Blvd Phase 1			
Project Location	City of Sierra Vista			
Termini Begin/End	Fry Blvd between N. Garden Ave. and 7th St.; and N. Garden Ave. between Fry Blvd. and Buffalo Soldier Trail			
COG/MPO	0			
Design TIP Number	SVMPO 18-01			
Right of Way TIP Number	0			
Construction TIP Number	SVMPO 18-01			
ADOT USE ONLY			ADOT Project Number	T0182
STAGE I – SCOPING (15% Preliminary Design)				
NOT ELIGIBLE FOR HURF EXCHANGE FUNDING				
STAGES II, III, IV and V - DESIGN				
DESIGN COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PS&E's - Plans, Special Provisions, Cost Estimates & Schedules (10%-20% of construction cost.)	Lump Sum	1	\$418,144.00	\$418,144.00
GEOTECHNICAL INVESTIGATION (If a report is necessary, anticipate 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) Enter \$0 in Unit Price column if none required.	Lump Sum	1	\$0.00	\$0.00
DRAINAGE REPORT (If a report is necessary, anticipate 5% of construction cost) Enter \$0 in Unit Price column if none required)	Lump Sum	1	\$0.00	\$0.00
STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, 1% of construction cost) Enter \$0 in Unit Price column if none required.	Lump Sum	1	\$0.00	\$0.00
SUBTOTAL – PROJECT DESIGN COSTS				\$418,144.00

RIGHT OF WAY COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RIGHT OF WAY , Costs for pre-acquisition activities (plans, title reports, appraisals, etc)	Lump Sum	1		\$0.00
RIGHT-OF-WAY ACQUISITION (if necessary)	Lump Sum	1		\$0.00
SUBTOTAL – RIGHT OF WAY COSTS				\$0.00
STAGE V – CONSTRUCTION				
SITE ACQUISITION & HARDSCAPE CONSTRUCTION				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
INSTALLATION OF STORMWATER POLLUTION PREVENTION MEASURES (If over 1 acre of disturbance, 5% of construction costs) <i>Enter \$0 in Unit Price column if area of disturbance is less than one acre.</i>	Lump Sum	1		\$0.00
SITE PREPARATION (Clearing and grubbing, plant salvage)	Lump Sum	1		\$0.00
DEMOLITION				
Sawcut	Linear Foot			\$0.00
Remove Structures and Obstructions	Lump Sum	1		\$0.00
Remove Fencing	Linear Foot			\$0.00
Remove Structural Concrete				\$0.00
Remove Asphaltic Concrete Pavement	Cubic Yard			\$0.00
Remove Concrete Sidewalks, Slabs				\$0.00
HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; 5% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>	Lump Sum	1		\$0.00
UTILITY RELOCATION (If necessary) Only the cost of utilities needing relocation as a direct result of the HURF Exchange project is eligible for HURF Exchange.	Lump Sum	1		\$0.00
RETAINING WALL (Concrete; SF of face above the footing)	Square Footage Facing			\$0.00
EARTHWORK				
General Excavation				\$0.00
Drainage Excavation				\$0.00
Structural Excavation	Cubic Yard			\$0.00
Structural Backfill				\$0.00
Borrow (In Place)				\$0.00
CURB & GUTTER	Linear Foot			\$0.00
ROADWAY/PAVING				
Milling	Square Yards			\$0.00
Paving	Tons			\$0.00
AGGREGATE BASE	Cubic Yard			\$0.00
PATHWAY OR SIDEWALK MATERIALS				
Concrete				\$0.00

Colored Concrete	Square Foot			\$0.00
Stamped Color Concrete				\$0.00
Precast Concrete Pavers				\$0.00
Asphaltic Concrete	Tons			\$0.00
Polymer or Resin Stabilized Surface	Square Foot			\$0.00
CROSSWALK ENHANCEMENT				
Concrete Pavers	Square Foot			\$0.00
Stamped Asphalt				\$0.00
Stamped Concrete				\$0.00
Concrete				\$0.00
Integral Color Concrete				\$0.00
PEDESTRIAN ADA RAMP	Square Foot			\$0.00
CULVERT EXTENSIONS	Linear Foot			\$0.00
SUBTOTAL - SITE ACQUISITION & HARDSCAPE CONSTRUCTION				\$0.00
OTHER CONSTRUCTION ITEMS (List line items)				
ITEM DESCRIPTION	UNIT (Lump Sum, Ton, etc.)	QUANTITY	UNIT PRICE	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS				\$0.00
MOBILIZATION AND ADMINISTRATION COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONTRACTOR MOBILIZATION (Typically 8% of construction cost)	Lump Sum	1		\$0.00
TRAFFIC CONTROL (0-8% of construction cost)	Lump Sum	1		\$0.00
CONSTRUCTION SURVEY & LAYOUT (Typically 1% of construction cost)	Lump Sum	1		\$0.00
CONSTRUCTION CONTINGENCIES (Typically 5% of construction cost)	Lump Sum	1		\$0.00
CONSTRUCTION ADMINISTRATION (Typically 20% of construction cost)	Lump Sum	1		\$0.00
SUBTOTAL - MOBILIZATION & ADMINISTRATION COSTS				\$0.00
TOTAL STAGE V COSTS (CONSTRUCTION)				\$2,396,422.00

TOTAL PROJECT COST			\$2,814,566.00
SUMMARY OF HURF EXCHANGE AND SPONSOR FUNDS			
The data below is automatically calculated based on the information entered above and the amount programmed in the TIP as entered on the Project Scoping Form.			
PHASE	HURF EXCHANGE FUNDS IN TIP	SPONSOR FUNDS	TOTAL
TOTAL DESIGN	\$418,144.00	\$0.00	\$418,144.00
TOTAL RIGHT OF WAY	\$0.00	\$0.00	\$0.00
TOTAL CONSTRUCTION	\$2,396,422.00	\$0.00	\$2,396,422.00
TOTALS	\$2,814,566.00	\$0.00	\$2,814,566.00
<p>Prepared by:</p> <p style="padding-left: 40px;">Name <u>Angela Dixon-Maher</u></p> <p style="padding-left: 40px;">Title <u>Sr. Civil Engineer</u></p> <p style="padding-left: 40px;">Company <u>City of Sierra Vista</u></p> <p style="padding-left: 40px;">Phone <u>520-458-5775</u></p> <p style="padding-left: 40px;">Email <u>Angela.Dixon-Maher@SierraVistaAz.gov</u></p>			

REVISED**5/14/20****HURF Exchange Project and Draw Schedules**

Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.

INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request. Enter the Estimated Completion Dates as requested for each Stage of Development and Construction. Also enter the Expected Draw Dates for these phases. Draw amounts for each phase are auto-calculated based on the amount programmed in the TIP as entered on the Project Scoping Form.

**Enter dates into
GREEN CELLS**

Project Information

(fields below will be populated based on information entered on the Project Scoping Form tab)

Project Sponsor	City of Sierra Vista
Sponsor Contact	Anglea Dixon-Maher
Contact Phone #	520-458-5775
Contact Email	Anglea.Dixon-Maher@SierraVistaAz.gov
Project Name	North Garden/Fry Blvd Phase 1
Project Location	City of Sierra Vista
Termini Begin/End	Fry Blvd between N. Garden Ave. and 7th St.; and N. Garden Ave. between Fry Blvd. and Buffalo Soldier Trail
COG/MPO	SVMPO
Design TIP Number	SVMPO 18-01
Right of Way TIP Number	N/A
Construction TIP Number	SVMPO 18-01

ADOT USE ONLY

ADOT Project Number

T0182 01D/01C

Project Development

Development Schedule		HURF Exchange Funding Draw Schedule		
Stage	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Authorization Request	12/10/2018	30%	\$ 79,212.60	12/17/2018
Start of Work	12/17/2018	30%	\$ 126,058.50	12/12/2019
Stage II	12/12/2019	30%	\$ 167,872.90	9/7/2020
Stage III	6/19/2020	10%	\$ 45,000.00	*
Stage IV	9/28/2020			
Bid Ready	3/18/2021	Total	\$ 418,144.00	

Right of Way

Acquisition Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Authorization Request	N/A	30%	\$ -	
Start of Work		30%	\$ -	
All Parcels Acquired By		30%	\$ -	
		10%	\$ -	*
		Total	\$ -	

Construction

Construction Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Authorization Request	3/18/2021	30%	\$ 718,907.00	5/31/2021
Start of Work	4/19/2021	30%	\$ 718,907.00	10/8/2021
Bid Advertisement	5/18/2021	30%	\$ 718,907.00	4/8/2022
Bid Opening	5/31/2018	10%	\$ 239,701.00	*

REVISED

5/14/20

Bid Award	6/18/2021
Notice to Proceed	6/30/2021
Substantial Completion	6/30/2022
Final Project Walk-through	7/13/2022
Final Acceptance	7/27/2022

Total	\$ 2,396,422.00
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* The Final 10% is reimbursed to the Sponsor as follows:

- ▶ For projects involving multiple phases funded with HURF Exchange - the final 10% for each phase, except for the last, will be reimbursed within 30 days of the receipt and approval of an invoice and documentation demonstrating the phase is complete.
- ▶ At final Project completion - the final 10% will be reimbursed upon completion of the project final voucher by ADOT.

**ARIZONA DEPARTMENT OF TRANSPORTATION
HURF EXCHANGE DRAW AND FINAL REIMBURSEMENT INVOICE**

COG/MPO:		Project Phase:	
Local Entity:			
TIP ID Number:			
Project Number:			
Project Name/Location Description:			
REMIT PAYMENT TO: (Entity Name and Address Project Sponsor)			

Date Started:	Estimated Completion Date:	% Billed:	% Complete:
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	Expected Draw Date	Actual Draw Date	Actual Invoice Amount	Estimated Draw Amount	Actual Draw Amount
Draw # 1 (30%)					
Draw # 2 (30%)					
Draw # 3 (30%)					
Draw # 4 (10% - Final Reimbursement)					

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	Description	Previous Accumulative Amount	Current Month	Accumulative Amount
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Submitted By:	Date:	Total To Date	\$0.00
Approved By:	Date:	Total Previous Report	\$0.00
	ADOT Project Manager		
Approved By:	Date:	Current Report	\$0.00
	FMS Resource Admin		

Attachments:

Invoices

Status Reports

Certificate Of Completion

Envelope Id: AEC30773026A4E4DA18EE8BA65261481	Status: Completed
Subject: Please DocuSign: 18-0006906-Amend Two-Dist. SC-Sierra Vista-T0182 01D01-HURF-Draft.doc, Attachm...	
Source Envelope:	
Document Pages: 13	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cynthia Childers
Time Zone: (UTC-07:00) Arizona	206 S 17th Ave
	Phoenix, AZ 85007
	CChilders@azdot.gov
	IP Address: 162.59.200.193

Record Tracking

Status: Original	Holder: Cynthia Childers	Location: DocuSign
7/10/2020 11:11:58 AM	CChilders@azdot.gov	

Signer Events

Frederick Mueller, Mayor
 Rick.Mueller@sierravistaaz.gov
 Chairman, SVMPO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 68.177.193.242

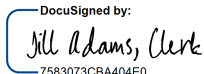
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jill Adams, Clerk
 Jill.Adams@sierravistaaz.gov
 Security Level: Email, Account Authentication (None)

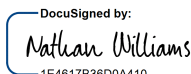
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Electronic Record and Signature Disclosure:

Accepted: 7/10/2020 11:25:20 AM
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Nathan Williams
 Nathan.Williams@sierravistaaz.gov
 Security Level: Email, Account Authentication (None)

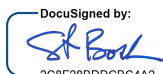
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Electronic Record and Signature Disclosure:

Accepted: 7/13/2020 1:58:54 PM
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Steve Boschen
 sboschen@azdot.gov
 Division Director - IDO
 ADOT
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
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 Signed: 7/14/2020 4:15:16 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Cynthia Childers cchilders@azdot.gov ADOT Security Level: Email, Account Authentication (None)	Completed Using IP Address: 162.59.200.193	Sent: 7/10/2020 11:22:27 AM Resent: 7/14/2020 4:15:18 PM Viewed: 7/30/2020 10:25:28 AM Signed: 7/30/2020 10:26:17 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/14/2020 4:15:18 PM
Certified Delivered	Security Checked	7/30/2020 10:25:28 AM
Signing Complete	Security Checked	7/30/2020 10:26:17 AM
Completed	Security Checked	7/30/2020 10:26:17 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.

June 19, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: David J Felix, CPA, Chief Financial Officer
SUBJECT: Request for Agenda Item Placement
Resolution 2020-038, Amendment to 1999 Agreement
with Castle & Cooke Arizona

Recommendation:

The City Manager recommends approval.

Background

In 1999, the City entered into an annexation and development agreement with Castle & Cooke Arizona. Part of this agreement included constructing the Avenda del Sol sewer interceptor by the City, with Castle & Cooke guaranteeing the repayment of the line by July 20, 2020. The sewer connection fees to cover this repayment have been insufficient to repay the principal and interest, and the current balance owed the City is \$1,620,728.56.

Both Castle & Cooke and the City are interested in updating this 1999 development agreement due to changes that have taken place over the past 21 years. As part of this update, it is the best interest of both the City and Castle & Cooke to extend the final payment due date from July 20, 2020 to December 20, 2020. This resolution updates 5.2.1 of the agreement which has the final payment due date.

RESOLUTION 2020-038

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; APPROVING AN AMENDMENT TO THE 1999 ANNEXATION and DEVELOPMENT AGREEMENT WITH CASTLE & COOLE, ARIZONA, 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, in 1981, the City entered into an agreement with Tenneco West, Inc. and Tenneco Realty Development Corporation (Tenneco) to outline parameters in which the City would take over the sewer division of the Pueblo Del Sol Water Company; and

WHEREAS, in 1999 the City entered into an annexation and development fee with Castle & Cooke, Arizona (successor to Tenneco) that included constructing a sewer interceptor; and

WHEREAS, it is in the best interest of the City and Castle & Cooke to amend the current development agreement;

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

Section 1

The policy of the City of Sierra Vista relating to development agreements, most recently affirmed by the City Council on June 22, 2006, be, and hereby is, reaffirmed.

Section 2

The Mayor and City Clerk are hereby authorized and directed to execute the Agreement attached hereto and made a part hereof by this reference.

Section 3

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF SIERRA VISTA, ARIZONA, THIS 25th DAY OF JUNE 2020.

FREDERICK W. MUELLER
Mayor

ATTEST:

JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN WILLIAMS
City Attorney

PREPARED BY:
DAVID J. FELIX, CPA
Chief Financial Officer

Amendment B

5.2. Avenida del Sol Interceptor Financing

~~5.2.1 Term. The term of the reimbursement shall not exceed twenty (20) years from the Effective Date of this Agreement. Any principal balance outstanding at the end of the 20 year period shall be due on the 20th anniversary date.~~

5.2.1 Term. Any outstanding balance shall be due in full on December 20, 2020.

DATED this _____ day of _____, 2020.

IN WITNESS WHEREOF, THE City and Owners caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and year first above written.

**CITY OF SIERRA VISTA
INC.**

CASTLE AND COOKE ARIZONA,

By: _____
Frederick W. Mueller,
Mayor

By: _____
Richard Coffman,
Vice President

STATE OF ARIZONA)
County of Cochise) ss)

STATE OF ARIZONA)
County of Cochise) ss)

This instrument was acknowledged before me
this _____ day of _____, 2020,
by:

This instrument was acknowledged before me
this _____ day of _____, 2020,
by:

Notary Public

Notary Public

My commission expires:

My commission expires:

APPROVAL AS TO FORM:

By: _____
Nathan Williams
City Attorney

June 19, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Victoria Yarbrough, Assistant City Manager
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2020-039, Amend Existing Intergovernmental
Agreement with the Sierra Vista Metropolitan Planning Organization

RECOMMENDATION:

The City Manager recommends approval.

BACKGROUND:

The City established and the Governor designated the Sierra Vista Metropolitan Planning Organization (SVMPO) in early 2013. Member jurisdictions of the SVMPO include the City of Sierra Vista, Huachuca City, Cochise County, and the Arizona Department of Transportation (ADOT).

ANALYSIS:

The City and the Sierra Vista MPO (SVMPO) entered in to an Intergovernmental Agreement (IGA) on June 26, 2014 to host the SVMPO providing support and resources to allow the organization to function and ensure no loss of federal transportation funding to the City or county areas that were designated urbanized, per the 2010 U.S. Census.

It was determined in 2019 that updating the agreement was in the best interests of both parties to better specify terms and conditions, and to improve some practices. A summary of those changes follows.

Previously, the City contributed \$30,000 per year to the SVMPO as an in-kind match for SVMPO projects, which required closely tracking staff time attributable to SVMPO work. In some years this amount of matching funds for projects exceeded the amount needed for a match. In that situation, the excess value was lost. The proposed amended IGA changes Sierra Vista's contribution to a match paid to the SVMPO based on the yearly SVMPO Work Program Budget at the beginning of each fiscal year. This cash match will be used for administration, operating/direct expenses, indirect expenses and project services. If any excess funds should exist at the end of the year, the amount would then roll over to the next year to be used as match in the following year.

Another change was the cost of the office rental paid to the City by the SVMPO. The cost of square footage used by the SVMPO is now calculated at the average per square foot lease rate of commercial space in Sierra Vista per year, which is currently at a rate of \$14.00 per square foot per year. For a total of 340 square footage of dedicated SVMPO space, the annual rate is \$4,760. The cost shall be reevaluated every other year, beginning in 2022.

Along with not using an in-kind match for site services for the SVMPO, the other significant change was application of a 10% indirect cost de minimus method for actual monthly expenditures. Previously staff tracked all time spent on SVMPO services and billed the SVMPO an hourly rate for those services. This method allows staff to discontinue tracking time and deduct a flat 10% from all actual monthly expenditures including financial services, procurement, IT, HR, Public Works, and other miscellaneous services such as legal review, auditing, mail, and website hosting.

The SVMPO Board approved this amendment to the IGA at their meeting on May 21, 2020.

BUDGET IMPACT:

For the FY2021 budget the City's cash match to the SVMPO is budgeted at \$50,345. Revenue for the site service cost is budgeted at \$68,663, and rental income at \$4,760.

ATTACHMENTS:

The IGA is attached as Exhibit A.

RESOLUTION 2020-039

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION, AND THE CITY OF SIERRA VISTA TO HOST THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION.

WHEREAS, the City of Sierra Vista is authorized to enter into intergovernmental agreements with other agencies pursuant to Arizona Revised Statutes Section 951, *et seq.*; and

WHEREAS, the City of Sierra Vista and the Sierra Vista Metropolitan Planning Organization agree that it is mutually beneficial for the City to Host the Sierra Vista Metropolitan Planning Organization and in 2014, entered into an Intergovernmental Agreement to formalize that relationship; and

WHEREAS, the City agrees that continuing to Host the Sierra Vista Metropolitan Planning Organization is in the best interest of the public; and

WHEREAS, the Intergovernmental Agreement as adopted in 2014, and amended in 2015, now requires updating.

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

SECTION 1

That the settled policy of entering into Intergovernmental Agreements, most recently affirmed by Resolution 2015-052, be, and hereby is, reaffirmed.

SECTION 2

That the City of Sierra Vista approves the attached Second Amended Intergovernmental Agreement between the City of Sierra Vista and the Sierra Vista Metropolitan Planning Organization.

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 JUNE 2020.

FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN WILLIAMS
City Attorney

**SECOND AMENDED INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SIERRA VISTA
AND
THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between the **City of Sierra Vista (City)**, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 1011 N. Coronado Drive, Sierra Vista, Arizona, and the **Sierra Vista Metropolitan Planning Organization (SVMPO)**, a statutory legal entity established pursuant to the laws of the State of Arizona. The entities are referred to jointly herein as Parties. This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

WHEREAS, Arizona Revised Statutes (A.R.S.) §11-951 through §11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint or cooperative action; and

WHEREAS, The City authorized the establishment of a Metropolitan Planning Organization by Resolution No. 2013-010, adopted on February 14, 2013; and

WHEREAS, The Governor designated the SVMPO on May 6, 2013; and

WHEREAS, the SVMPO is administered by a Board of Directors, composed of designees from member agencies, which is responsible for planning, program implementation and control, budgeting, and SVMPO staff; and

WHEREAS, in order to carry out its functions the SVMPO requires certain support services including, but not limited to, employment/human resources, finance/accounting, purchasing, and information technology; and

WHEREAS, both the City and the SVMPO are in favor of maximizing the public benefit that can be derived from such cooperative efforts; and

WHEREAS, the parties wish to amend its Agreement whereby the City hosts the SVMPO and provides support services to the SVMPO.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Purpose. The purpose of this Agreement is to carry out metropolitan transportation planning for the SVMPO planning area as described in Attachment A. The SVMPO Board of Directors ("Board") will serve as the policy body for cooperative decision-making that will be implemented by the members of the SVMPO, and will follow the SVMPO By-Laws attached as

Attachment B, or as formally amended. The SVMPO Board holds all signatory authority for the SVMPO.

2. Host Agency's Services. The parties agree that the City will serve as a host organization ("Host Agency") and Fiscal Agent for the SVMPO. The Host Agency provides employees, office space and office equipment for SVMPO transportation planning activities. The Host Agency pays employee salaries before federal reimbursement. While the Host Agency does not direct or influence employees working for or on behalf of the SVMPO in policy matters, the Host Agency provides administrative services in the form of employment of personnel, financial, procurement, and legal services as described below. As Fiscal Agent, the City agrees to provide human resources, fiscal, and staff support services as described below, and all appropriate funding, as identified by fiscal year in the SVMPO approved Work Program, to allow the SVMPO staff to fulfill its obligations and responsibilities under the SVMPO Work Program and as designated in the associated Work Program Agreement.
 - 2.1 Employment of Personnel. The City shall establish within its personnel system positions to be occupied by SVMPO staff (hereinafter "SVMPO Staff"), who, for the purposes of this Agreement, are considered City employees assigned to the SVMPO and are subject to City Employment Policies and Procedures and are entitled to City benefits as more fully described in Attachment C. The SVMPO Board provides policy direction to Staff and holds authority for executing SVMPO Work Program Agreements or Amendments to the Agreement, and may delegate such authority to SVMPO staff, with the consent of the MPO.
 - 2.2 Financial Services. The City shall provide financial, grant administration, and accounting services to the SVMPO in the same manner as provided by the City to its own departments. This is part of the site services as stated in section 2.5. The specific scope for financial services is located in Attachment D. The City shall assure that the financial management system complies with 2 CFR 200.302. The City shall be responsible for audit of the SVMPO in compliance with federal requirements in 2 CFR 200 Subpart F, 2 CFR 200.501, .507, .508, .512 and in compliance with the ADOT / SVMPO Grant Agreement Section titled "Audit" and shall forward the annual single audit report to the SVMPO Board of Directors.
 - 2.3 In order to ensure auditability and to facilitate integration with the City's financial and accounting systems, the SVMPO agrees to adhere to the City's financial and accounting procedures. The City shall track the SVMPO's financial information using Generally Accepted Accounting Principles. All accounting for state and federal funds shall be maintained consistent with current state and federal requirements and in compliance with the Arizona Dept. of Transportation (ADOT) / SVMPO Grant Agreement Sections titled "Accounting Records" and "Requisitions and Payments" and federal requirements as referenced in 2 CFR 200.302, .306, .333, .336, .402-.415, .420-.475, .501, .507, .512, 2 CFR 200 Subparts E, and 2 CFR 200 Appendices II and VII.
 - 2.4 Procurement Services. The City shall provide assistance to the SVMPO as required for the SVMPO's procurement of goods and services for its operations and planning. Policies and procedures for procurement and purchasing shall be established in compliance with the annual Work Program and executed ADOT/SVMPO Grant Agreement section titled "Procurement". The City agrees to use federal or state thresholds, where applicable, for the procurement of professional services and where not otherwise specified in this Agreement, the SVMPO agrees to comply with the City's purchasing policies and procedures. All federal requirements of 2 CFR 200.317 through 200.326 and Appendix II

shall be followed when using federal funds and state procurement requirements shall be followed when using state funds.

- 2.5 Legal Services. The City will provide legal services for the SVMPO unless the City Attorney's Office or Board determines that the City has a conflict of interest with the SVMPO that cannot be waived with regard to a particular issue. In the event that the City Attorney's Office has a conflict of interest, the parties will select other legal counsel at the expense of the SVMPO to address that item.
- 2.6 Office and Site Services. The City will provide office space, including meeting and conference space, site services from Finance, IT, HR, Procurement, Public Works, and other site services to conduct SVMPO business (local and out of town). The City can provide for the hosting of a website for the SVMPO, if needed. The City will provide a telephone line with a listing as the telephone number for the SVMPO. The City and the SVMPO agree that the cost of the Office will be billed at least once quarterly to the SVMPO as a direct expense and the Site Services described in this Agreement and in Attachment D is part of the 10% Indirect Cost De Minimus, which the SVMPO shall pay to the City in a reasonable period of time upon receipt of invoice.
- 2.7 Legal Notices. The Host Agency will arrange for the posting of legal and other notices required by law or otherwise for SVMPO Staff.
3. Matching funds. The City of Sierra Vista will contribute a yearly cash match contribution based on the yearly SVMPO Work Program Budget at the beginning of each fiscal year. This cash match will be used for administration, operating/direct expenses, indirect expenses and project services. The biannual work program shall contain the estimated match amounts for each SVMPO member jurisdiction and these estimated amounts, based on the most currently available data at that time, be transmitted to each member jurisdiction by the end of each calendar year for their next year's budget cycle planning. It is acknowledged that the SVMPO Board may make adjustments to yearly match contribution throughout the year and the SVMPO agrees to notify the City of any adjustments made to requested contributions upon adoption. Eligible In-Kind staff services may continue to be submitted to enhance available resources to the regional work program.
4. Compliance with State and Federal Requirements. The Parties agree that, notwithstanding provisions 2.2 & 2.3 (Financial Services) and 2.4 (Procurement Services) of the Agreement, each shall comply with all Federal and State Statutes, rules, or regulations governing accounting and/or procurement as necessary to satisfy conditions for the receipt of federal or state funding. Each Party also agrees to comply with the terms and conditions of the executed ADOT/SVMPO Joint Project Agreement. The City shall ensure adequate and appropriate funding, as identified by fiscal year in the Work Program, to allow the SVMPO staff to effectively and efficiently execute the biannual Work Program.
5. Consideration for City Services. During the annual budget formulation by each of the parties, the SVMPO Board will determine personnel, facilities, and other services needed for the upcoming fiscal year. The SVMPO Administrator will calculate 10% Indirect Cost De Minimis from the total budget of all work programs except for the rental cost. The rental cost to be paid to the City will be added as a direct expense to the SVMPO and will be excluded from the 10% Indirect Cost calculation. The City will provide to the SVMPO Board the cost of providing services as described in this Agreement for inclusion in the SVMPO Budget. The City will also include these costs in its own budget as necessary to provide the personnel, facilities and other services as described in this Agreement.

6. Reimbursement. The City will invoice the SVMPO 10% Indirect Cost De Minimis (2 CFR §200.68 & §414 (f) from the actual direct expenditures for all tasks except for the rental cost associated to the Metropolitan Planning (PL), Statewide Planning and Research (SPR), FTA 5305 and STBG Funds. The 10% indirect cost invoice to the SVMPO will compensate the City for site services as stated in section 2.5 and in Attachment D provided for SVMPO purposes. The City shall also invoice the SVMPO a rental cost as stated in Attachment D. The calculation of the 10% indirect cost De Minimis will be done during the preparation of regular reimbursement requests but no less than on a quarterly basis. The final invoice of the year, covering the period through the end of June of each year, is due to the SVMPO no later than July 15.
7. Indemnification. The parties understand and agree that notwithstanding the technical status of SVMPO Staff as City employees, the work activities of SVMPO Staff will be solely subject to direction by the SVMPO and will be carried out on behalf of the SVMPO rather than the City. Accordingly, it is further agreed that, to the maximum extent permitted by law, the SVMPO shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses and expenses, related to, arising out of, the acts or omissions of the SVMPO Staff pursuant to this Agreement or otherwise on behalf of the SVMPO.
8. Non-Discrimination. To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.
9. Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
10. No Boycott of Israel. In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
11. Compliance With Immigration Laws. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.
12. Terms of the Agreement
 - 12.1 This Agreement shall become effective following its approval by each Party and upon its recording in the Office of the Cochise County Recorder.

12.2 The Agreement shall expire each June 30 at 11:59 p.m. and will automatically renew each July 1 at 12:00 a.m. (midnight Arizona time) unless the Agreement is terminated as provided for in this Agreement.

13. Termination of Agreement. This Agreement may be terminated, with or without cause, by either Party, upon written notification not less than 60 days prior to the effective date of termination.
14. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like regarding this Agreement, or any matter arising from this Agreement, shall be in Cochise County, Arizona.
15. Inspection and Audit. The City and SVMPO shall make all books, accounts, reports, files, and other records relating to this Agreement subject to inspection and audit. Inspections and audits will be performed at reasonable times and in such offices to which both Parties may mutually agree.
16. Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall remain in effect and be valid and enforceable to the fullest extent permitted by law.
17. Amendment. This Agreement shall not be amended except by written instrument mutually agreed upon and executed by the Parties.
18. Notices. Any notice, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the second day after it is deposited with any commercial air courier or express service, or mailed, three days after the Notice is deposited in the United States mail addressed as follows:

City of Sierra Vista
Attn: City Manager
1011 N. Coronado Drive
Sierra Vista, Arizona 85635-9610

Sierra Vista Metropolitan Planning Organization
Attn: SVMPO Administrator
401 Giulio Cesare Ave
Sierra Vista, Arizona 85635
19. Authority. The City and the SVMPO each represent, warrant, and covenant to the other that they have the right to enter into and make this Agreement.
20. Entire Agreement. This Agreement and Attachments constitutes the entire Agreement between the Parties and includes all prior oral and written agreements of the Parties.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF SIERRA VISTA

A municipal corporation

By: _____

Frederick W. Mueller, Mayor

Date: _____

Attested to:

By: _____

Jill Adams, City Clerk

Sierra Vista Metropolitan Planning Organization

By: _____

Tom Borer, Vice-Chair, SVMPO Board of Directors

Date: _____

Attested to:

By: _____

Karen L. Lamberton, AICP, SVMPO Administrator

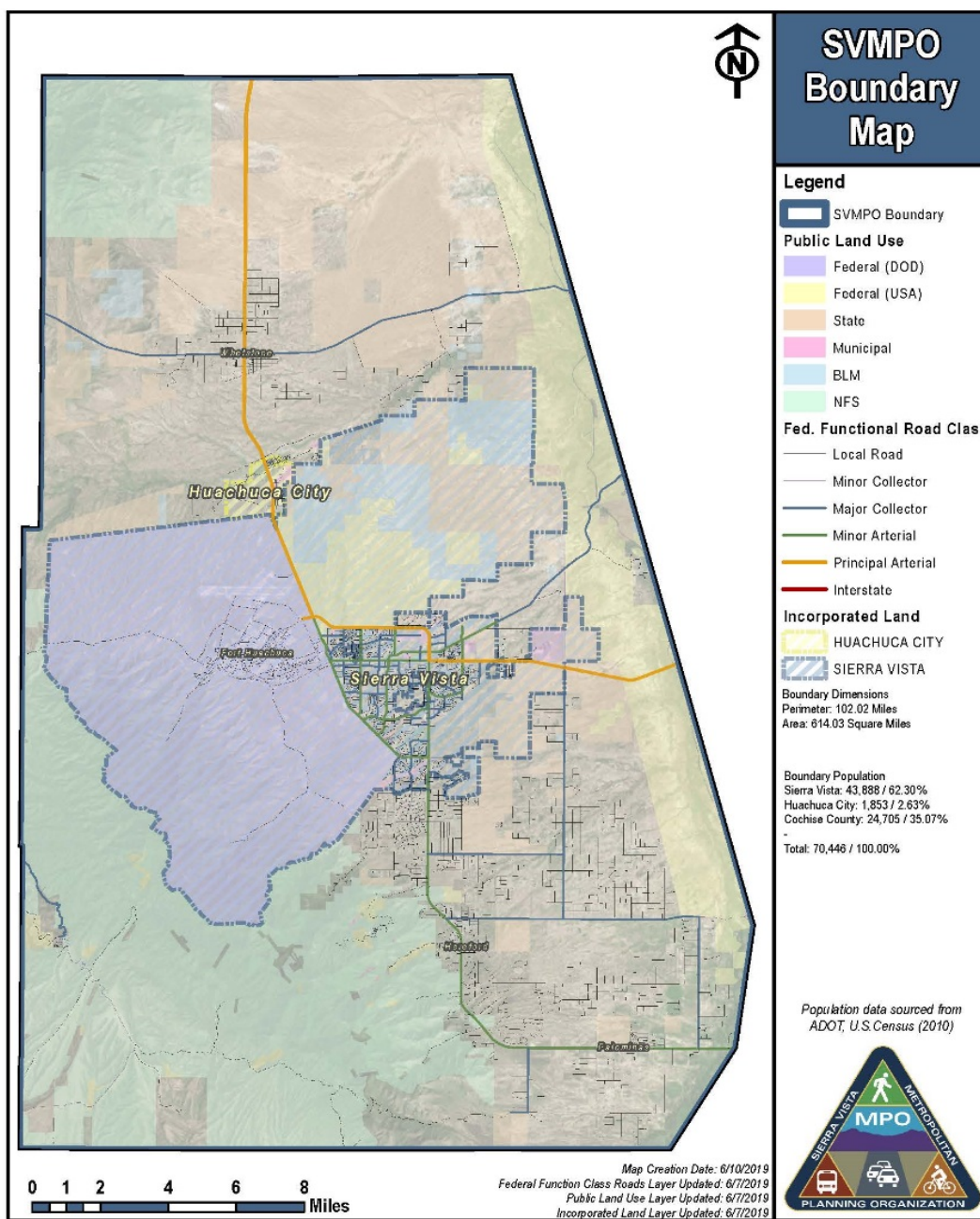
Approved as to form:

By: _____
Nathan Williams, City Attorney

ATTACHMENT A: PLANNING AREA

The Sierra Vista Metropolitan Planning Organization (SVMPO), is the federally designated metropolitan planning organization for the southwestern area of Cochise County, including the urbanized areas of the City of Sierra Vista and the Town of Huachuca City. The SVMPO planning area encompasses an area of approximately 614 square miles and its regional boundaries reach to the international border with Mexico to the south, the Pima County boundary to the west, to the City of Benson jurisdiction boundary to the north and the San Pedro river corridor to the east. There are currently two incorporated areas within the SVMPO; the City of Sierra Vista and the Town of Huachuca City.

The MPO planning area includes federal and state-owned lands, including the Coronado National Forest and the U.S. Military installation at Fort Huachuca. Other jurisdictions within Cochise County, and key areas outside of Cochise County, are included in planning processes in order to help evaluate connectivity and outside impacts.



ATTACHMENT B

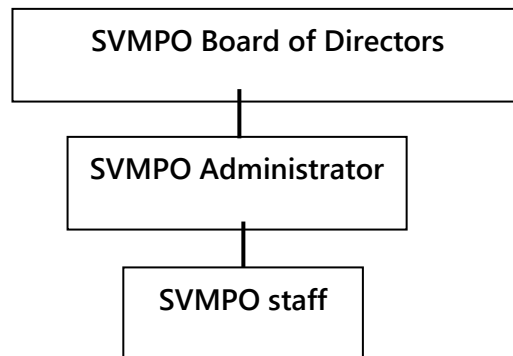
SVMPO ByLaws

ATTACHMENT C

Employment of SVMPO Personnel by Host Agency City of Sierra Vista

The City of Sierra shall integrate SVMPO staff into its personnel system in the manner set forth in this attachment.

- 1. Employee Status:** For the Purpose of this Agreement, unless otherwise expressly provided herein, SVMPO Staff are employees of the SVMPO, but shall in every respect otherwise be considered employees of the City of Sierra Vista directly assigned to SVMPO per the Intergovernmental Agreement between the City of Sierra Vista and the SVMPO, and shall be subject to applicable City Employment Policies, Directives, and Procedures and entitled to City employee benefits, including, but not limited to health and other insurance, leave accrual, Workers' Compensation Insurance and participation in the Arizona State Retirement System.
- 2. Form of Organization:** For the purposes of organization, the SVMPO Staff shall be deemed to comprise a separate operating unit as follows:



- 3. Administration:** All decisions with respect to operations, employment/retention, annual performance evaluation, employee compensation and work assignments shall be reserved to the discretion of the SVMPO Board.
- 4. Employees:** In the event of a vacancy in the SVMPO Administrator position, the City of Sierra Vista, Human Resource Division and SVMPO Technical Advisory Committee will screen and interview applicants, and recommend its top candidates to the SVMPO Board for interview and final selection. The SVMPO Board will approve the successful candidate for employment. Upon acceptance by the candidate, the City shall process the person selected as a City contract employee. Unless otherwise agreed to by the Parties, termination and/or replacement of a current employee may be handled by City administrative staff upon receipt of a request by the SVMPO Board.

ATTACHMENT D

COST OF OFFICE AND SITE SERVICES

The City of Sierra shall provide Office and Site Services to SVMPO Staff in the manner set forth in this attachment.

- 1. Office Space and Site Services:** The City shall provide SVMPO Staff with office and site services as described in Section 2 and item #3 below of the Intergovernmental Agreement between the City of Sierra Vista and the Sierra Vista Metropolitan Planning Organization (SVMPO). The office for the SVMPO Administrator shall be located at 401 Giulio Cesare Avenue, Sierra Vista, AZ 85635.

- 2. Office Cost:** The SVMPO agrees to pay the City for the value of office rental which shall be calculated at the cost of square footage used by the SVMPO at the average lease rate of commercial space in Sierra Vista per year. As of the date of this Agreement, this amount is at a rate of \$14.00 per square foot per year. For a total of 340 square footage of dedicated SVMPO space, the annual rate is \$4,760.00. The City shall bill the SVMPO on a schedule mutually agreed upon by both parties. This cost shall be reevaluated every other year, beginning in 2022.

- 3. De Minimis Site Service Cost:** The cost of the site services will be allowable 10% Indirect Cost De Minimis. The calculation will be based on the actual monthly expenditures, excluding rental cost. Below are the site services with the summary of service scope by each City Department or Division.
 - a. Finance-financial services such as quarterly expenditure reports, DBE & No-DBE reports, reimbursement requests, requisition entries, invoice payments, general billing, cash receipts and other accounting services
 - b. Procurement- prepares bid and contract documents, Purchase Orders
 - c. IT-provides telephone line, computer and other technical support
 - d. HR-recruitment, hiring, bi-weekly payroll and other payroll services
 - e. Public works-janitorial, use of copier, utilities, etc.
 - f. Other site services- legal review and counsel, audit, mail, website hosting, etc.