



Sierra Vista City Council
Meeting Agenda
May 13, 2021

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

Item 2 Consent Agenda

Item 2.1 Approval of the Regular City Council Meeting Minutes of April 22, 2021

Item 2.2 Resolution 2021-027, Granting an Electrical Utility Easement to Sulphur Springs Valley Electric Cooperative for the Canada Vista Subdivision

Item 2.3 Resolution 2021-028, Designating David J. Felix, Chief Financial Officer, as the person authorized to sign and submit the City’s Annual Expenditure Limitation Report for FY 2021

Item 2.4 Resolution 2021-029, Designating David J. Felix, Chief Financial Officer, as the person authorized to sign and submit the City’s Annual Expenditure Limitation Report for FY 2022

Public Hearing

Item 3 Resolution 2021-030, Codification of Code of Ordinances and declaring a 30-day Public Record

Item 4 Resolution 2021-031, Development Code Text Amendment to Section 151.22.026, Recreational Vehicle Park (RVP) Overlay District and declaring a 30-day Public Record

New Business

Item 5 Resolution 2021-032, - Authorization to Accept Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program (GFR Grant Number: GFR-ADOA-AZ911-22-02A)

Item 6 Resolution 2021-033, Authorization to Accept Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program (GFR Grant Number: GFR-ADOA-AZ911-22-02B)

Item 7 Resolution 2021-035, Arizona State Parks and Trails Land and Water Conservation Fund (LWCF) Grant Application

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.



Sierra Vista City Council
Meeting Minutes
[April 22, 2021](#)

Mayor Mueller called the April 22, 2021 City Council Regular Meeting to order at 5:00 p.m., City Hall Council Chambers, 1011 N. Coronado Drive, Sierra Vista, Arizona.

Roll Call:

Mayor Rick Mueller – present
Mayor Pro Tem Rachel Gray – present
Council Member William Benning – present
Council Member Gregory Johnson - present
Council Member Angelica Landry – present
Council Member Sarah Pacheco – present
Council Member Carolyn Umphrey - present

Others Present:

Victoria Yarbrough, Assistant City Manager
Adam Thrasher, Police Chief
Brad Dever, Deputy Fire Chief
Laura Wilson, Leisure and Library Services Director
Matt McLachlan, Community Development Director
Sharon Flissar, Public Works Director
Jill Adams, City Clerk
Nathan J. Williams, City Attorney

Invocation – Father Del McCune, Saint John the Divine Church, conducted the invocation.

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

[Item 1](#) Acceptance of the Agenda

Council Member Johnson moved that the agenda for the Regular City Council Meeting of April 22, 2021 be approved. Council Member Benning seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Pacheco, and Umphrey voting in favor.

City Manager's Report:

Assistant City Manager Yarbrough announced that there is one addition to the regular meeting schedule, an executive session scheduled at 1:30 p.m. on May 11, 2021 in the City Manager's Conference Room to discuss the Court Agreement with Cochise County and the potential purchase of the King's Court property. Immediately following that will be the regularly scheduled City Council Work Session at 3:00 p.m. in Council Chambers followed by the regularly scheduled City Council Meeting on May 13, 2021 at 5:00 p.m. also in Council Chambers. She also announced that there are two proposals that are under review. Both are on call lists; one is for Professional Materials Testing Services and the other is for Professional Surveying Services. There is one project that has been awarded which is the Apron and Taxiway J Rehabilitation

Project. The FAA has approved the lowest bidder, J. Banicki Construction Inc., and approval for that grant is on the agenda.

Public Hearing:

[Item 2](#) Consideration of Draft Program Year 2021 Community Development Block Grant (CDBG) Program Annual Action Plan - Mr. McLachlan stated that staff is simply looking for public comment on the draft Annual Action Plan for Program Year 2021. This is the first step in the process that is gone through each year to assign the upcoming year's Community Development Block Grant application. Next Year, the City is expected to receive just under \$250,000.

The notice of funding availability resulted in three applications being received that were presented to Council at a public hearing on March 11, 2021. Based on the preliminary direction received, staff has prepared the Annual Action Plan. There appeared to be a consensus at that time to fund the 113-space parking lot at Eddie Cyr Park as a single construction phase to save cost. This will continue the improvements that were being made, which started with the demolition of the blighted buildings back in December 2019. The project provides an area benefit to a target area for CDBG investment.

There also appeared to be agreement on funding the Emergency Home Repair and Disability Modification Program that supports the housing rehabilitation goal in the Consolidated Plan. It is anticipated to assist seven or more low-income homeowners within the city limits, and the amount being proposed is \$50,000 in next year's Plan.

Staff also proposed funding to two out of three outside agency requests. Staff will work with the Public Affairs Office on increasing communications on Fair Housing Law and coordinating with public sector partners to get the word out in that regard. The scope of the parking accessibility improvements that was presented at St. Vincent De Paul has been amended to include six spaces with a 12-foot drive aisle at a reduced cost of approximately \$15,000. St. Vincent De Paul has assured that any overage would be covered by the organization. On a separate but related matter, staff is pursuing FTA grant funding to build sidewalks and add streetlights, and one of the areas that is being looked at is Bartow Drive; therefore, potentially the missing sidewalk segment across their property could be constructed in tandem with this project.

Mayor Mueller asked if it is in the City's right-of-way adjacent to their property. Mr. McLachlan stated that he is correct.

Mr. McLachlan stated that staff is recommending approval of the full requested amount for the kitchen remodel project at Good Neighbor Alliance, the emergency shelter, which involves replacing the counter tops, cabinets, and drawers that are falling apart due to heavy use and age as they are the originals to the building. The project also includes installing a commercial dishwasher and pantry to improve efficiency. The project came in just under \$19,000 and staff will look for ways to maximize that budgeted amount to make sure that it stays within that range.

The proposed projects are consistent with the goals and objectives provided in the Consolidated Plan, and the feedback that was received to-date. Following the hearing there will be a 30-day public review period and those comments will be provided to Council at the final draft stage on May 27, 2021.

Mayor Mueller opened the public hearing to which there was no response. Mayor Mueller stated

that the public can still reach Council through electronic means and provide input on this decision as well.

New Business

[Item 3](#) Approval of the Regular City Council Meeting Minutes of April 8, 2021

Council Member Umphrey moved that the Regular City Council Meeting Minutes of April 8, 2021, be approved. Council Member Benning seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Pacheco, and Umphrey voting in favor.

[Item 4](#) Resolution 2021-024, Accepting a Grant from the Federal Aviation Administration (FAA) for CARES Act Funding

Council Member Landry moved that Resolution 2021-024, accepting a grant from the Federal Aviation Administration for CARES Act Funding, be approved. Council Member Umphrey seconded the motion.

Ms. Flissar stated that in response to COVID-19, the federal government has issued a variety of relief measures known collectively as the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. As it applies to airports, the CRRSA Act is intended to address operational impacts from COVID-19, primarily increased expenses from heightened sanitation measures. The value of the grant offer to specific airports is derived by legislative formula, which considers items i.e., airport's size and the number of operations.

The Sierra Vista Municipal Airport (SVMA) has been offered \$13,000. This is the second round of COVID-related funding which has been offered to SVMA as a \$30,000 offer was accepted in May 2020. The purpose of the grant is to maintain safe and efficient airport operations. Funds provided under the grant agreement can only be used for purposes directly related to the airport, i.e., reimbursement of an airport's operational and maintenance expenses or debt service payments. New airport development projects are not eligible under this grant.

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

[Item 5](#) Resolution 2021-025, Accepting a Grant from the Federal Aviation Administration (FAA) for the Apron and Taxiway Rehabilitation Project

Council Member Pacheco moved that Resolution 2021-025, accepting a grant from the Federal Aviation Administration for the Apron and Taxiway Rehabilitation Project, be approved. Council Member Benning seconded the motion.

Ms. Flissar stated that the Federal Aviation Administration (FAA) operates the Airport Improvement Program (AIP) that provides funding assistance to airport operators for various capital improvements. Projects are prioritized for funding based on eligibility criteria which considers the project location and overall need. In addition, only projects with a direct general aviation or commercial benefit are eligible for AIP funding.

The City of Sierra Vista has identified a need for pavement rehabilitation work on an apron area adjacent to the terminal and on a nearby taxiway. The need for the project was further

substantiated by a pavement study performed by the Arizona Department of Transportation (ADOT), which recorded relatively low pavement conditions scores for the apron. The FAA has accepted the project as eligible for AIP funding and is offering the City a construction grant in the amount of \$839,469. The construction grant is 100 percent federally funded with no required state or local match. The percentage of federal funding differs from typical AIP projects which are 91 percent federally funded with a 4.5 percent match from both local government and ADOT. However, due to Coronavirus relief funds, the FAA can provide 100 percent funding for this project.

Council Member Pacheco asked about the timeline and if operations would be affected because the apron is used during fire season. Ms. Flissar stated that the FAA is ready to begin the project as soon as the City is ready. She explained that when staff thought that there would be a match required on the project, it was going to be budgeted in the next fiscal year but since no match is required for the project, the project will likely begin sometime in the summer. The other thing to consider is the arrival of the monsoons; therefore, it will likely be in the August/September timeframe when the project begins and from there it has a relatively short construction time. It is expected to be done by the end of the calendar year.

Ms. Flissar stated that the project is just east of the apron that is used for the Forest Service parking. It is a concrete apron, and this is the asphalt area immediately adjacent to the terminal.

In response to Council Member Pacheco, Ms. Flissar stated that the Airport Commission is aware of the project.

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

[Item 6](#) Resolution 2021-026, Acceptance of a 20-foot-wide sewer easement for the Plaza Vista Mall

Mayor Pro Tem Gray moved that Resolution 2021-026, acceptance of a 20-foot-wide sewer easement for the Plaza Vista Mall, be approved. Council Member Benning seconded the motion.

Mr. McLachlan stated that staff is seeking the Council's acceptance of a 20-foot-wide sewer easement as depicted and described in Exhibit A of the resolution. The easement fulfills a requirement of site plan approval associated with the development of the two parcels on the west side of Plaza Vista Mall, south of the driveway entrance off Highway 90. The northern out parcel will be occupied by Dutch Brothers, which is currently under construction. The southern out parcel will be used by Popeye's Chicken. This is a standard requirement to reserve the City's right to access the easement area for future repairs and maintenance of the public sewer main.

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

Call to the Public: There was no response.

Comments and Requests of the Council:

Council Member Benning stated that on Saturday, April 17, 2021, the Cochise County Superintendent Office in conjunction with the Cochise County Education Foundation hosted the 2020-2021 Teacher of the Year competition results. He thanked and congratulated Krystaline Kimble from Carmichael Elementary School as the Teacher of the Year for the County, along with the rest of the winners for each school, who did an excellent year with everything going on with COVID. He announced that on May 1, 2021, United Way in conjunction with Dillards is hosting a Mother's Day Sale, where 10 percent of the proceeds will go back to United Way, which comes back to the community.

Council Member Johnson had nothing to report.

Council Member Umphrey mentioned that there are new murals behind the Library and on the wall facing east on Desert Inn. She added that the same artist who did the hummingbirds is doing a big one with hawks and barn owls. She encouraged everyone to go out while celebrating Earth Day and look at them, take selfies with them as artists like when these go online, and appreciation is shown. Lastly, she wished her mother a happy birthday.

Council Member Landry announced that on Saturday, April 24, 2021 at the Animal Shelter they are having a celebration of animals from 12:00 p.m. until 4:00 p.m. There will be a petting zoo, food, various booths, and a rummage sale. Lastly, she stated that teachers have a difficult job, especially over the past year with being virtual. A lot of the reward in part of being a teacher is being able to make those relationships and interact with students. She encouraged people to reach out to them and show them love, encouragement, and let them know that they do something very special.

Council Member Pacheco had nothing to report.

Mayor Pro Tem Gray announced that Ms. Patricia Olson who was on the Planning and Zoning Commission has submitted her resignation; therefore, there is one vacancy on the Planning and Zoning Commission. She thanked her for her hard work and dedication and noted that she was an asset to the Planning and Zoning Commission. She further announced that the City is taking in applications for consideration and noted that the application can be found on the City's website. Lastly, she encouraged people to fill out the application and submit it to the City Clerk, who will pass them along for interviews, selection, and approval by Council.

Mayor Mueller thanked Ms. Yarbrough, Assistant City Manager, for providing a couple of lovely bouquets to the administrative assistants on Administrative Assistants Day on behalf of Council. He added that the ladies work hard, and they need to be shown a little love once a while. He also announced Earth Day and encouraged people to do something to make the environment better in celebration of Earth Day.

Adjournment:

Mayor Mueller adjourned the April 22, 2021 meeting of the Sierra Vista City Council at 5:21 p.m.

Mayor Frederick W. Mueller

MINUTES PREPARED BY:

ATTEST:

Maria G. Marsh, Deputy Clerk

Jill Adams, City Clerk

May 13th, 2021

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Sharon Flissar, Director of Public Works

FROM: Bryce Kirkpatrick, Civil Engineer

SUBJECT: REQUEST FOR AGENDA ITEM
PLACEMENT RESOLUTION 2021-027
Electrical Utility Easement for the Cañada Vista
Subdivision

RECOMMENDATIONS:

The Director of Public Works recommends approval.

The Assistant City Manager recommends approval.

The City Manager recommends approval.

INITIATED BY:

Sulphur Springs Valley Electric Cooperative, Incorporated

BACKGROUND:

Sulphur Springs Valley Electric Cooperative (SSVEC) has requested that the City grant an easement for the placement of underground electrical lines for the completion of the Cañada Vista Subdivision, located between Coronado and Lenzner between Busby and Golf Links. The easement agreement would allow for a perpetual easement at the site to construct, reconstruct, operate, and maintain electrical service to future residents. The easement is located on the southern portion of the intersection Middle Creek Lane and Early Spring Lane in the City's dedicated drainage.

BUDGET APPROPRIATIONS:

Not applicable.

RESOLUTION 2021-027

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; GRANTING ELECTRICAL UTILITY EASEMENTS ON CITY-OWNED PROPERTY; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista owns and maintains dedicated drainage situated in the Southeast section quarter of Section 02, Township 22 South, Range 20 East, located along the southeastern portion of Early Spring Lane and Middle Creek Lane.

WHEREAS, Sulphur Springs Valley Electric Cooperative, an electrical utility provider, desires an easement for the placement of electrical facilities on City-owned property at the edge of one of the detention basins within the Cañada Vista Subdivision; and

WHEREAS, the installation of the utilities is to support future residents of the new Subdivision known as Cañada Vista; and

WHEREAS, it is settled policy of the City Council, most recently affirmed by Resolution 4630, to provide easements on City-owned property as determined to be necessary by the City Council; and

WHEREAS, the City Council has determined it to be necessary to grant an electrical utility easement as identified and attached herein.

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, most recently affirmed by Resolution 4630, be, and hereby is, reaffirmed.

SECTION 2

That it be, and hereby is, determined to be necessary to grant a permanent electrical easement, as described in the easement description attached, on City-owned property at the edge of a detention basin within the Cañada Vista Subdivision, for the purpose of the placement of electrical utilities.

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 DAY OF MAY 13th, 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
Bryce Kirkpatrick, Civil Engineer, Public Works

EXHIBIT "A"

PARCEL DESCRIPTION:

The "DETENTION BASIN", which is a portion of the Public Drainageway as shown on and dedicated to the Public per the FINAL PLAT FOR CANADA VISTA, according to Book 16 of Maps, page 27B, records of Cochise County, Arizona, being a portion of Southeast quarter of Section 2, Township 22 South, Range 20 East of the Gila and Salt River base and Meridian, Cochise County, Arizona.

EASEMENT DESCRIPTION:

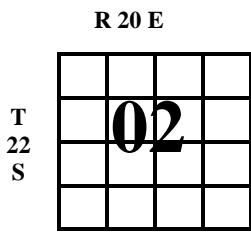
An 8.00-foot-wide easement whose Easterly and Southerly lines are parallel with and measured 8.00 feet from the Westerly and Northerly lines of the above described "DETENTION BASIN", said Westerly Line being coincident with and adjacent to the Easterly line of Early Spring Lane and said Northerly line being coincident with and adjacent to the Southerly line of Middle Creek Lane.

When recorded mail to:

Jill Adams
City Clerk
The City of Sierra Vista
1011 N Coronado Dr.
Sierra Vista, Arizona 85635

This space reserved for recording information.

Underground Utility Right-of-Way Easement



KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **CITY OF SIERRA VISTA, a Body Politic**, referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged grants unto **SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE, INC.**, herein after referred to as "Grantee", and to its successors or assigns, a right-of-way easement over, upon, under and across and the right to enter upon the land of the undersigned, situated in the County of Cochise, State of Arizona, described as follows:

SEE ATTACHED EXHIBIT "A"

All easements shown hereon are hereby dedicated, together with the right of ingress and egress, for the sole purpose of construction, inspection, repair, removal, replacement, and maintenance of said public utilities at will. No non-utility improvements shall be placed upon, over, or under the subject area including, but not limited to, buildings, and structures except for improvements for street, road, driveway, or landscape purposes, which the grantor agrees shall not interfere or be inconsistent with grantees' exercise of the rights granted herein.

Grantee shall not be liable for any damage to said improvements placed upon the easement due to necessary utility operations using reasonable care. However, in the event that a grantee fails to use reasonable care in exercising its right of entry for construction, maintenance, or repairs of said utility system, the grantee shall be responsible for any damages caused to the grantor's improvements and shall restore the surface or the ground to its former state.

The grantor covenants that it is the owner of the above-described land and that said land is free and clear of encumbrances and liens.

IN WITNESS WHEREOF, the undersigned set his hand this _____ day
of _____, 20__.

FREDERICK W. MUELLER,
Mayor City of Sierra Vista

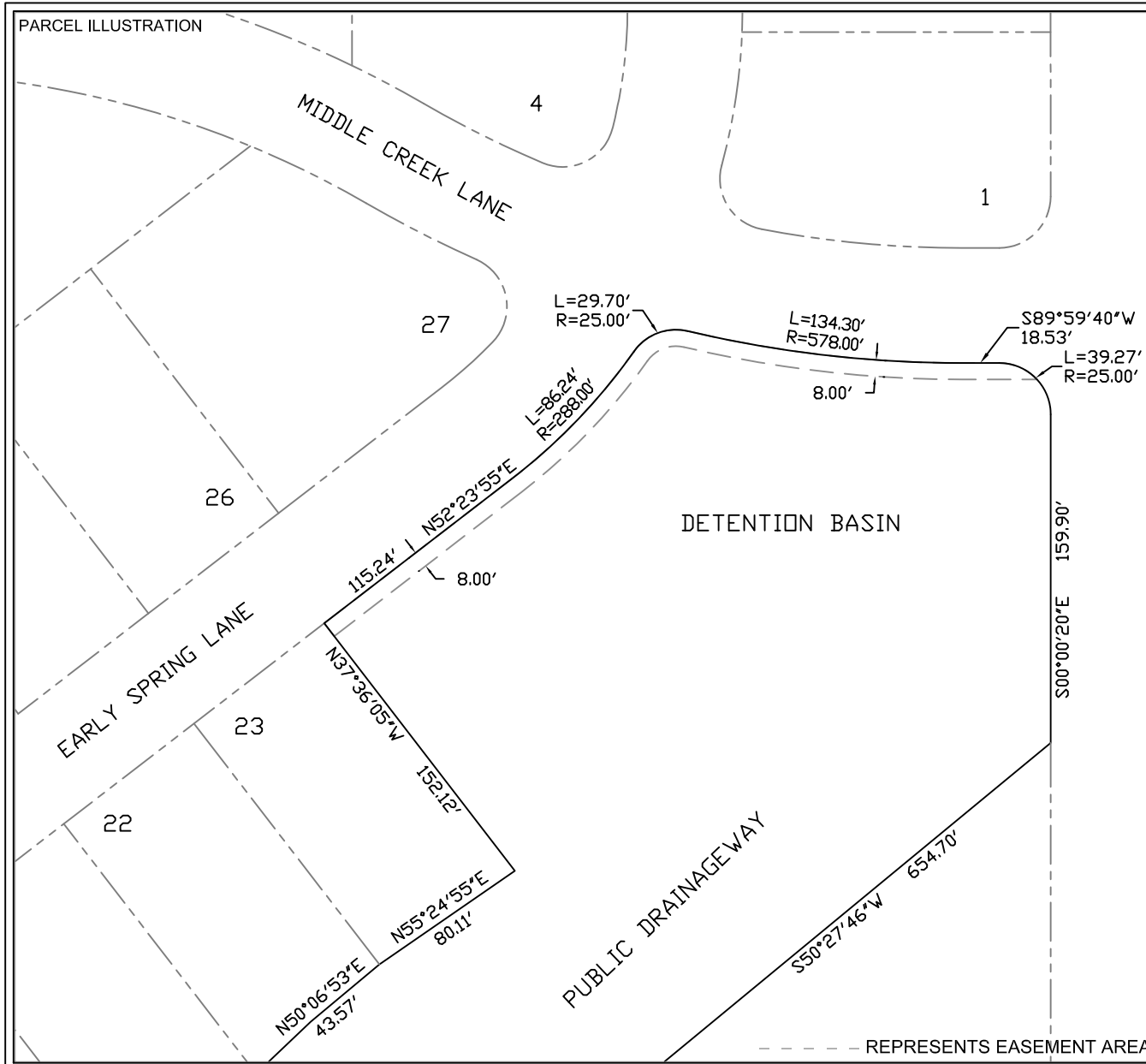
STATE OF _____)
) ss
COUNTY OF _____)

On this, the _____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed herein and acknowledged that he executed said document for the purposes set forth therein.

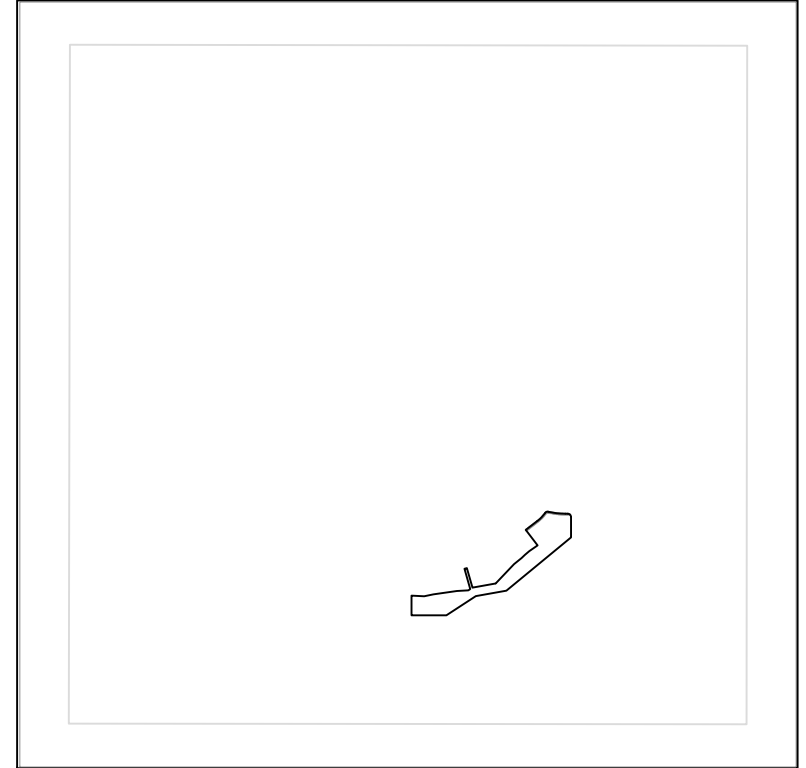
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC



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SECTION REPRESENTATION R 20 E



SECTION 02

EXHIBIT "A"

DRAWING NOT TO SCALE - FOR REPRESENTATION PURPOSES ONLY

GRANTOR: City of Sierra Vista	EASEMENT NO.	E16658
DRAWN BY: Ruth Bigelow	WORK ORDER NO.	87121
DATE DRAWN: March 22, 2021	FILE NO.	



Sulphur Springs Valley
Electric Cooperative, Inc.

May 5, 2021

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 2021-028, Designation of David Felix as
CFO authorized to submit ELR.

RECOMMENDATION

The City Manager recommends approval.

INITIATED BY

David J. Felix, Finance Manager

BACKGROUND

On June 3, 1980, Arizona voters approved an amendment to the Arizona Constitution that established an expenditure limitation for each county, city and town based on each entity's prior year spending. This limit is adjusted annually based on population growth and the Consumer Price Index. Each year the city files an Annual Expenditure Limitation Report (AELR) with the State to show our compliance with this law.

Arizona Revised Stature 41-1279.07(E) requires the City to notify the Auditor General by July 31, of each year the name of the Chief Financial Officer designated by the governing board to submit the current year's AELR. In discussion with the Auditor General's Office, the resolution the Council passed identifying myself as the person authorized to sign and submit the Expenditure Limitation Report until further notice is not acceptable. They believe the city must pass a resolution each year identifying myself as the authorized person. These two resolutions meet the requirements of the Attorney General's Office for Fiscal Years 21 and 22.

RESOLUTION 2021-028

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY, DESIGNATING DAVID J. FELIX, CHIEF FINANCIAL OFFICER, AS THE PERSON AUTHORIZED TO SIGN AND SUBMIT THE CITY'S ANNUAL EXPENDITURE LIMITATION REPORT; 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, Arizona Revised Statutes require the City of Sierra Vista submit an annual Expenditure Limitation Report

WHEREAS, Arizona Revised Statutes also require the governing board designate the Chief Financial Officer responsible for submitting the Annual Expenditure Limitation Report.

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

SECTION 1

The settled policy of submitting all required State financial forms, be, and hereby is, reaffirmed.

SECTION 2

That David J. Felix, Chief Financial Officer, is authorized to sign and submit the Arizona Annual Expenditure Limitation Report for Fiscal Year Ending June 30, 2021.

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 13TH DAY OF MAY 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN J. WILLIAMS
City Attorney

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

May 5, 2021

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 2021-029, Designation of David Felix as
CFO authorized to submit ELR.

RECOMMENDATION

The City Manager recommends approval.

INITIATED BY

David J. Felix, Finance Manager

BACKGROUND

On June 3, 1980, Arizona voters approved an amendment to the Arizona Constitution that established an expenditure limitation for each county, city and town based on each entity's prior year spending. This limit is adjusted annually based on population growth and the Consumer Price Index. Each year the city files an Annual Expenditure Limitation Report (AELR) with the State to show our compliance with this law.

Arizona Revised Statute 41-1279.07(E) requires the City to notify the Auditor General by July 31, of each year the name of the Chief Financial Officer designated by the governing board to submit the current year's AELR. In discussion with the Auditor General's Office, the resolution the Council passed identifying myself as the person authorized to sign and submit the Expenditure Limitation Report until further notice is not acceptable. They believe the city must pass a resolution each year identifying myself as the authorized person. These two resolutions meet the requirements of the Attorney General's Office for Fiscal Years 21 and 22.

RESOLUTION 2021-029

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY, DESIGNATING DAVID J. FELIX, CHIEF FINANCIAL OFFICER, AS THE PERSON AUTHORIZED TO SIGN AND SUBMIT THE CITY'S ANNUAL EXPENDITURE LIMITATION REPORT; 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, Arizona Revised Statutes require the City of Sierra Vista submit an annual Expenditure Limitation Report

WHEREAS, Arizona Revised Statutes also require the governing board designate the Chief Financial Officer responsible for submitting the Annual Expenditure Limitation Report.

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SECTION 2

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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 13TH DAY OF MAY 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN J. WILLIAMS
City Attorney

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

May 6, 2021

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Jill Adams, City Clerk
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-030, Codification of Code of Ordinances and declaring a 30-day Public Record

RECOMMENDATIONS:

The City Manager recommends approval.

INITIATED BY: Jill Adams, City Clerk

BACKGROUND:

The City Clerk is charged with the responsibility to have ordinances of a general and permanent nature codified into our City's Code of Ordinances. As part of the administrative codification process, the Mayor and Council must adopt the codified and amended code as an official record of the city.

Consistent with our practice, this resolution will set the amended code as a public record for a period of 30 days. At the end of that period, the Mayor and Council will act on the ordinance adopting the amended code as an official record of the city. This is an administrative process only and does not affect the effective dates of any of the ordinances proposed for codification. This codification includes the following ordinances:

19-005	Golf Links Road Annexation
19-006	Rezoning for 700 N Carmichael Avenue from NC to SRR8
19-007	Development Code Amendments to Section 151.04.004-Dumping or Disposal Rubbish and Article 151.10, Sign Regulations
19-008	Development Code Text Amendments to Accessory Dwelling Units, Section 151.02.004 Definition, Section 151.06.010 Accessory Dwelling Units and Section 151.22.006 Matrix of Use signs by Zoning District
20-001	Amendments to Chapter 52 Solid Waste Collection and Disposal, City Code of Ordinances, to allow private recycling collectors
20-002	Adoption of Development Code Amendments to Section 151.22.006, Matrix of Use Permissions by Zoning District (Private schools of General Education)
20-003	Development Code Amendments Sect 151.08.002 Public Improvement Standards General Regulations, Article 151.19 Subdivision Platting
20-004	Proposed Development Code Text Amendments Section 151.22.011(E)(2), Property Development Standards for Manufactured Home Parks

20-005	Acceptance of Big O Tires Annexation
20-007	Proposed City Code Amendment to Chapter 36, Commissions
20-008	2020 Amendments to the Tax Code of the City of Sierra Vista
21-002	Amendments to Chapters 130 and 151 of the City Code of Ordinances, Amending Sections 151.02.004, Definitions, 151.06.005, Medical Marijuana Dispensary, and 151.22.006, Matrix of Use Permissions by Zoning Districts, and Adding Section 130.05, Marijuana Prohibited on Public Property
21-003	Adoption of Development Code Text Amendment, Reasonable Modifications, Sections 151.02.004, Definitions, and 151.06.011, Reasonable Modification
21-004	Adoption of Development Code Text Amendment, Public Hearing Process, Articles 151.26, Conditional Use Permits and Article 151.31, Amendments

The City's Development Code is also now being prepared by American Legal Publishing Corporation. It will be updated and housed by them and is accessible via the City's web site.

BUDGET APPROPRIATIONS:

AZS-21 printed supplement \$1,374.45 and web updates \$404.45.

AZS- 21 Development Code printed supplement and web updates \$512.02.

RESOLUTION 2021-030

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; DECLARING AS PUBLIC RECORD THE "CODE OF ORDINANCES OF THE CITY OF SIERRA VISTA," S-21 SUPPLEMENT; 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 PRUPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista periodically enacts laws to help govern the municipality and provide for the orderly operations, maintenance, development, and civil peace of the city; and

WHEREAS, these laws are then codified into the City Code by American Legal Publishing Corporation of Cincinnati, Ohio; and

WHEREAS, American Legal Publishing has completed the 2017 S-21 supplement to the Code of Ordinances of the City of Sierra Vista, said supplement containing all laws of a general and permanent nature enacted since the prior supplement to the Code of Ordinances; and

WHEREAS, it is in the best interest of the city to adopt the re-codified Code or Ordinances for ease of use and organization.

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

SECTION 1

The policy of the City of Sierra Vista relating to declaring a public record, last affirmed, be, and hereby is, reaffirmed.

SECTION 2

The 2018 S-21 supplement to the Code of Ordinances for the City of Sierra Vista, as submitted by the American Legal Publishing Corporation of Cincinnati, Ohio, three copies of which are on file in the Office of the City Clerk, is hereby declared to be a public record.

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 13th DAY OF MAY 2021.

FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:

ATTEST:

NATHAN J. WILLIAMS
City Attorney

JILL ADAMS
City Clerk

PREPARED BY:
Jill Adams, City Clerk

May 13, 2021

MEMO TO: Honorable Mayor and City Council

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

FROM: Matt McLachlan, AICP, Director, Dept. of Community Development

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
DECLARING A 30-DAY PUBLIC RECORD
PUBLIC HEARING
Resolution 2021-031
Amending City of Sierra Vista Development Code by establishing
Section 151.22.06 Recreational Vehicle Park (RVP) Overlay District

REQUESTED ACTION:

Approval of Resolution 2021-031, Declaring as a Public Record text amendments to the Sierra Vista Development Code as shown on Exhibit "A".

RECOMMENDATION:

The City Manager recommends approval.
The Director of Community Development recommends approval.
The Planning and Zoning Commission recommends approval by a 4-0 vote.

APPLICANT:

City of Sierra Vista

BACKGROUND AND ANALYSIS:

Provided for your consideration are proposed Development Code amendments to establish a new zoning overlay district under Article 151.22 District Regulations. Overlay zoning is a regulatory tool that creates a special zoning district, placed over an existing base zone, which identifies special provisions in addition to those in the underlying base zone.

The proposed Recreational Vehicle Park (RVP) Overlay District provides an option to the owners of *manufactured home parks* on properties no less than ten acres in size to establish recreational vehicle parks as a primary or secondary use through the permanent or semi-permanent conversion of manufactured home spaces to recreational vehicle spaces. The purpose is to provide market flexibility while creating an attractive, functional, safe environment that is compatible with surrounding properties.

The impetus for the City drafting this overlay district is to facilitate the redevelopment, revitalization, and repositioning of underutilized manufactured home parks that have been a source of blight for many years. Four manufactured home parks on the City's West End were acquired by new ownership last year and are in the process of being renovated: Sierra Grande, Garden Canyon, Mountain Vista, and Los Arcos. Within these parks, there are a total of 800 spaces approved for manufactured home use. The owners are on an aggressive demolition schedule to clear out non-livable mobile homes from the properties leaving vast swaths of empty, idle spaces. The current rate of demand for leasing/buying manufactured homes within these parks will likely require several years before they reach capacity. The amount and pace of needed reinvestment into rehabilitating the infrastructure and amenities is determined in part by the expected cash flow generated by the properties.

Interest has been expressed in testing the RV market at one or more of these manufactured home parks either as an interim or permanent use to make them more economically productive. Currently, an owner would have to rezone all or a portion of the manufactured home park to the standard Recreational Vehicle Park (RV) District to lease more than 30 percent of the overall spaces within the manufactured park for recreational vehicle use. The RV District does not permit manufactured homes so if the demand for RV drops the owner would have to go through a second rezoning process to revert the property back to Manufactured Home Residential (MHR) district. The proposed RVP Overlay District offers a hybrid alternative that allows an owner to retain the base zoning district allowances under the MHR district while being granted the additional ability to flex the spaces for recreational vehicle use subject to certain development standards being met.

The RVP overlay zone would be assigned through the regular rezoning process involving a public hearing before the Planning and Zoning Commission and approval by the Mayor and City Council. Each application would be evaluated against the City's review criteria to ensure compatibility.

STAFF FINDINGS:

- The Cochise County Tourism and Economic Council markets and promotes Sierra Vista and surrounding communities as a destination for tourists and economic investment.
- No bona fide recreational vehicle park currently exists within the City limits that accommodates snowbirds, tournament goers, and recreational tourists.
- The wide-scale demolition and removal of old, deteriorated manufactured homes has created an oversupply of non-revenue producing manufactured home park spaces.
- Manufactured home parks that are ten acres in size or greater, with appropriate buffering to maintain compatibility with neighboring properties, and are owned and managed as a single entity, can be adapted into appropriate locations for recreational vehicle parks on a primary or secondary use basis with additional requirements being met.

- Establishing a zoning overlay option that offers market flexibility for short-term rental opportunities can help improve the economic viability of large, manufactured home parks; facilitate their reuse and redevelopment; and increase tourism which is in the public interest.

WEST END COMMISSION:

On April 12, 2021, Staff consulted members of the West End Commission on the proposed amendments thereupon positive feedback was received.

PLANNING & ZONING COMMISSION:

On April 27, 2021, the Planning and Zoning Commission held a public hearing on this item and voted unanimously to approve the amendments. The Commission discussed whether the number of on-site community laundry and shower facilities should be specified relative to the number of spaces used for recreational vehicle purposes. Staff revised the amendments to establish ratios for washer/dryers and shower stalls to meet anticipated demands.

PUBLIC COMMENT:

The City has received a letter in support of the amendments from Good Living Ventures – the company affiliated with Mountain Vista, Garden Canyon, and Sierra Grande manufactured home parks.

ATTACHMENTS:

Resolution 2021-032
Exhibit “A” - Proposed Text Amendments
Letter of Support – Good Living Ventures

RESOLUTION 2021-031

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

WHEREAS, in accordance with established policy and development code procedures, the City of Sierra Vista has proposed amending Article 151.22, District Regulations, to establish Recreational Vehicle Park Overlay District and associated regulations under Section 151.22.026 of the Development Code; and

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

WHEREAS, per Article 151.31, the Planning & Zoning Commission, on April 27, 2021, upon holding a public hearing voted 4-0 to recommended approval of the amendments to the Mayor and City Council; and

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

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

SECTION 1

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

SECTION 2

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

SECTION 3

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 13TH DAY OF MAY 2021.

FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:

ATTEST:

NATHAN WILLIAMS
City Attorney

JILL ADAMS
City Clerk

PREPARED BY:

Matt McLachlan, AICP
Community Development Director

EXHIBIT "A"

Section 151.22.026 RV - Recreational Vehicle Park (RVP) Overlay District

- A. Purpose. The purpose of the RVP overlay district is to allow the establishment of recreational vehicle parks as a primary or secondary use within manufactured home parks through the permanent or semi-permanent conversion of manufactured home spaces to recreational vehicle spaces to provide market flexibility while creating an attractive, functional, safe environment that is compatible with surrounding properties.
- B. Approval Required. The RVP overlay district may hereafter be established by amendment to the Official Zoning Map, pursuant to Article 151.31 of this Code.
- C. Location. The following criteria shall be met in establishing and maintaining a RVP overlay district:
1. The subject property shall not be less than ten (10) acres in size and be developed as a manufactured home park.
 2. The base zoning designation on the property shall be Manufactured Home Residence (MHR) District.
- D. Permitted Uses:
1. All principal and accessory uses permitted in the underlying zoning district.
 2. Recreational vehicles.
- E. Area and Dimensional Regulations:
1. Required Yards: No less than five feet from the space line and common drives.
 2. Maximum Building Height: 28 feet.
 3. Maximum Density: 10 manufactured homes per acre/15 recreational vehicles per acre.
- F. Development Standards.
1. No more than one manufactured home or recreational vehicle shall be placed on each space.

2. All manufactured homes shall install skirting as required by the Arizona Department of Housing, Manufactured Home Division, and the most recently adopted building codes. Skirting shall be maintained to its original installed condition.
 3. Each space shall be identified with a permanent and clearly marked identifying marker indicating the space number.
 4. Fire pits shall be restricted to designated communal areas.
 5. Community laundry and shower facilities shall be provided if the number of recreational vehicle spaces exceeds 30 percent of overall spaces within the park.
 - a. At least one washer and dryer per twenty-five spaces; and
 - b. At least one men's and women's shower stall per fifty spaces.
 6. Storage units containing a volume of no less than 180 cubic feet shall be provided for 25 percent of designated recreational vehicle spaces when the number of recreational vehicle spaces exceed 30 percent of the overall spaces within the park. Storage units may be consolidated within a structure provided they are individually secure and located within the recreational vehicle designated area or common area.
- G. Sign Regulations. In accordance with the provisions of Article 151.10.
- H. Off-Street Parking and Loading. In accordance with the provisions of Article 151.09.
- I. Landscaping, Screening, and Buffering. In accordance with the provisions of Article 151.15 for Recreational Vehicle or Mobile Home Park uses. For existing manufactured home parks, a minimum ten-foot wide landscape buffer shall be maintained along exterior property lines adjoining a public right of way exclusive of permitted driveways, pedestrian openings, or any significant natural feature to be retained. If the exterior boundary does not possess a wall as required by Section 151.15.005(5), a continuous hedge using shrubs that reach at least six feet in height at maturity may be used as a screening device unless an alternative plan is approved by the City that is determined to provide an equivalent amount of landscape buffering. Street frontages shall have an average of one tree per 50 feet of frontage. Street trees shall meet the minimum specifications of Section 151.15.004 of this Code.
- J. Access. Any new or modified access point shall be in accordance with the provisions of Article 151.17.



BEN WILDE
210•710•4452
wilde@goodlivingventures.com

April 27th, 2021

Mr. Matt McLachlan
City of Sierra Vista Community Development Department
1011 N. Coronado Drive
Sierra Vista, AZ 85635

RE: RV OVERLAY DISTRICT (RESOLUTION 1179)

Mr. McLachlan,

Our company appreciates the opportunity to voice our support for the proposed creation of an RV Zoning Overlay District (Resolution 1179). The proposed RV Overlay District will provide an opportunity to continue our aggressive renovation of our properties in the City's West End. We feel that travel trailer use is a path to greater economic stability for these properties with many empty home sites. We plan to apply for the overlay district at at least one of the properties, should it be approved by the Planning and Zoning Commission and the City Council.

We look forward to continuing our partnership with the City of Sierra Vista to improve our properties.

Sincerely,

GOOD LIVING VENTURES

Ben Wilde
Architecture and Planning Manager

May 11, 2021

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager

FROM: Susan Papatrefon, SEACOM Administrator

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-032, Authorization to Accept Arizona
Department of Administration, Office of Grants and Federal
Resources, Arizona 9-1-1 Program (GFR Grant Number:
GFR- ADOA-AZ911-22-02A)

RECOMMENDATION

The City Manager recommends approval.
The SEACOM Administrator recommends approval.

INITIATED BY

Susan Papatrefon, SEACOM Administrator

BACKGROUND

The Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program, has allocated funds to provide 9-1-1 Emergency telephone services, software and equipment (9-1-1 Services) through FY21. 9-1-1 calls are delivered over a stand-alone network allowing callers to be specifically routed to the nearest Primary Service Answering Points (PSAPs). In an effort to provide efficient and effective 9-1-1 Services the network requires equipment maintenance and software update (s).

In the role as Cochise County 911 Administrator, SEACOM Administrator applied for and was awarded a grant through Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to fund 9-1-1 Services throughout the City of Sierra Vista and surrounding areas. The grant funds will reimburse the city for costs associated with funding 9-1-1 Services, including but not limited to monthly service fees, equipment maintenance, and software update(s). This award covers a period through June 30, 2023. The total amount of the award is \$415,529.00.

BUDGET APPROPRIATION

There is a reimbursable grant and no additional budget appropriation is required.

RESOLUTION 2021-032

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF ADMINISTRATION; 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, 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 improvement to our community that are beyond the funding capability of City Revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City of Sierra Vista, through SEACOM, has made Application and has been awarded grant funding of \$415,529.00 from the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program, these funds will support services in support of 9-1-1 Services in Cochise County; and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to provide 9-1-1 Services throughout the City of Sierra Vista and surrounding areas.

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 seeking grant funding be, and hereby is, reaffirmed.

SECTION 2

A grant agreement, attached and made a part hereof as Attachment A, between the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program and the City of Sierra Vista for grant funding for the purpose of funding 9-1-1 Services throughout the City of Sierra Vista and surrounding areas, 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 13TH DAY OF MAY 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
SUSAN PAPANEFON
SEACOM Administrator

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-02A

This Grant Agreement (“**Agreement**”) is between the City of Sierra Vista, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party,**” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2021 and terminate on June 30, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.
5. Termination:
 - 5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.
 - 5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
 - 6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
 - 6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

- 6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:		Due Date:	
GIS Accuracy Report		June 25, 2022	

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

- 7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$415,529.00 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$407,583.00
Construction	\$0.00
Admin	\$7,946.00
Total	\$415,529.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration
10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - 10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - 10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - 10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

Southeastern Arizona Communications (SEACOM)
1728 Paseo San Luis
Sierra Vista, AZ 85635
Attention: Susan Papatrefon

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program
Arizona Department of Administration

Date

May 11, 2021

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager

FROM: Susan Papatrefon, SEACOM Administrator

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-033, Authorization to Accept Arizona
Department of Administration, Office of Grants and Federal
Resources, Arizona 9-1-1 Program (GFR Grant Number:
GFR- ADOA-AZ911-22-02B)

RECOMMENDATION

The City Manager recommends approval.
The SEACOM Administrator recommends approval.

INITIATED BY

Susan Papatrefon, SEACOM Administrator

BACKGROUND

The Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program, has allocated funds to contract with DATAMARK for Geographical Information Systems (GIS) data management software and data support services. Next Generation 911(NG911) Services is dependent on GIS information for 9-1-1 call delivery to the appropriate Public Safety Answering Point (PSAP). DATAMARK's Validation Edit Provision (VEP) Tool facilitates data aggregation, preparation, analysis and maintenance of address data contained in the Cochise 911 system.

In the role as Cochise County 911 Administrator, SEACOM Administrator applied for and was awarded a grant through Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to fund contract services with DATAMARK for GIS improvement and ongoing address data maintenance throughout the City of Sierra Vista and surrounding areas. The grant funds will reimburse the city for costs associated with funding DATAMARK contract fees. This award covers a period through March 31, 2022. The total amount of the award is \$79,576.00.

BUDGET APPROPRIATION

There is a reimbursable grant and no additional budget appropriation is required.

RESOLUTION 2021-033

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF ADMINISTRATION; 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, 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 improvement to our community that are beyond the funding capability of City Revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City of Sierra Vista, through SEACOM, has made Application and has been awarded grant funding of \$79,576.00 from the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program, the funds will support services in support of NG911 GIS Services in Cochise County; and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to provide NG911 GIS Services throughout the City of Sierra Vista and surrounding areas.

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 seeking grant funding be, and hereby is, reaffirmed.

SECTION 2

A grant agreement, attached and made a part hereof as Attachment A, between the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program and the City of Sierra Vista for grant funding for the purpose of funding DATAMARK NG911 GIS Services throughout the City of Sierra Vista and surrounding areas, 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 13TH DAY OF MAY 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
SUSAN PAPANEFON
SEACOM Administrator

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-22-02B

This Grant Agreement (“**Agreement**”) is between the City of Sierra Vista, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party,**” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on April 1, 2021 and terminate on March 31, 2022. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.
5. Termination:
 - 5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.
 - 5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
 - 6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
 - 6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

- 6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 6.12. Required financial reports are submitted according to the following schedule(s):

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
April 1 – April 30	May 25	October 1 – October 31	November 25
May 1 – May 31	June 25	November 1 – November 30	December 25
June 1 – June 30	July 25	December 1 – December 31	January 25
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

- 7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$79,576.00 in state funds.
- 7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.
- 7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$79,576.00
Construction	\$0.00
Admin	\$0.00
Total	\$79,576.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

 - 10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

 - 10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

 - 10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 305

Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

Southeastern Arizona Communications (SEACOM)
1728 Paseo San Luis
Sierra Vista, AZ 85635
Attention: Susan Papatrefon

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program
Arizona Department of Administration

Date

May 13, 2021

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Sharon Flissar, Director of Public Works

FROM: Bryce Kirkpatrick, Civil Engineer

SUBJECT: REQUEST FOR AGENDA ITEM
PLACEMENT RESOLUTION 2021-035
Arizona State Parks and Trails Land and Water
Conservation Fund (LWCF) Grant Application

RECOMMENDATIONS:

The Director of Public Works recommends approval.

The Assistant City Manager recommends approval.

The City Manager recommends approval.

INITIATED BY:

Public Works and Leisure and Library Services

BACKGROUND:

The Veteran's Memorial Park Sports Complex, purchased by the City in 2020, has a failing 25+ year old irrigation system. This system leaves the sports fields at the Veteran's Memorial Park Sports Complex with unreliable water delivery, making turfgrass growth difficult. Public Works in coordination with Leisure and Library services has hired consultants to complete the design for a replacement irrigation system and a new storage and pumping station at Veteran's Memorial Park (VMP) to supply both the Sports Complex and the Park with water for irrigation. The Sports Complex currently uses a potable connection for irrigation.

The Arizona State Parks and Trails offers a Land and Water Conservation Fund (LWCF) grant which is a good match for this project. This grant will require a 50% match and a 6% surcharge of the total project budget to be funded by the City. The current grant application includes installing artificial turfgrass at the VMP Sports Complex football field; updating the wellsite with a storage tank, booster station, and necessary electrical; and replacing the irrigation system at the VMP Sports Complex.

BUDGET APPROPRIATION:

If the entire \$3,000,000 project is awarded, the City's match would be \$1,680,000. The matching funds have tentatively been budgeted in FY2022.

RESOLUTION 2021-035

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA, SUPPORTING A GRANT APPLICATION THROUGH THE ARIZONA STATE PARKS AND TRAILS LAND AND WATER CONSERVATION FUND, 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 PURPOSE AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista has a need to replace antiquated irrigation, at the Veteran's Memorial Park Sports Complex baseball, football, and softball fields due to the facility surpassing life expectancy, resource conservation, and maintenance efficiency needs; and

WHEREAS, the City of Sierra Vista has a need to update and upgrade the Veterans Memorial Park Well site, install a water storage tank, and install a booster pump station to address the irrigation water needs at both Veteran's Memorial Park and the Sports Complex; and

WHEREAS, the City of Sierra Vista desires to install artificial turf at the Veteran's Memorial Park Sports Complex football field to save on maintenance costs, conserve water, and allow year-round activities onsite; and

WHEREAS, the City of Sierra Vista encourages and seeks grant funding and collaboration to offset costs for needed infrastructure improvements; and

WHEREAS, the Arizona State Parks and Trails Land and Water Conservation Fund offers a grant opportunity which is a good match for the proposed project; and

WHEREAS, the City of Sierra Vista has matching funds available for the proposed project;

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

SECTION 1

The City's practice of applying for grant funding to offset the cost of replacing needed City infrastructure is hereby reaffirmed.

SECTION 2

The City of Sierra Vista:

1. Is submitting a grant seeking funding assistance through the Arizona State Park and Trail Land and Water Conservation Fund;
2. Certifies that the application is consistent and compatible with all adopted plans and programs for park development;
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by Arizona State Parks and Trails as a part of the application process;
4. Certifies that the City will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and
5. Certifies that the City has matching funds for 50% cash match plus 6% cash surcharge of the total project budget.
 - Total project cost is estimated at \$3 Million.
 - Grant, if approved, would award a maximum of \$1,500,000.
 - City would be required to match approximately \$1,680,000 for cash match and surcharge.
6. Appoints the City's Chief Procurement Officer as the agent of the City of Sierra Vista to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

SECTION 3

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 13th DAY OF May, 2021.

RESOLUTION 2021-035
PAGE TWO OF THREE

FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:

ATTEST:

Nathan J. Williams
City Attorney

Jill Adams
City Clerk

Prepared by:
Bryce Kirkpatrick, Civil Engineer, Public Works

This is to certify that the City of Sierra Vista Council hereby authorizes Public Works in conjunction with Leisure and Library Services to make application for financial assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for Veteran's Memorial Park Sports Complex of Veteran's Memorial Park and Veteran's Memorial Park Sports Complex Irrigation Replacement Project.

This further certifies that the City of Sierra Vista Council is familiar with the terms and conditions of the Land and Water Conservation Fund Project and hereby authorizes Bryce Kirkpatrick, Civil Engineer to enter into said agreement between The City of Sierra Vista and the State of Arizona upon federal approval of the above identified project.

This further certifies that the City of Sierra Vista has been legally constituted and is responsible for planning and carrying out the municipal recreation program, and the continued operation and maintenance of this completed project in accordance with the terms and conditions of the Land and Water Conservation Fund Project Agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 13th DAY OF May, 2021.

FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:

ATTEST:

Nathan J. Williams
City Attorney

Jill Adams
City Clerk