



Sierra Vista City Council
Meeting Agenda
October 14, 2021

Call to Order

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

Roll Call

Invocation – Father Del McCune, St. John the Divine Church

Pledge of Allegiance

Item 1 Acceptance of the Agenda

Awards and Presentations

Recognition of the Marketing & Communications Department's Silver Circle Award from 3CMA for the Save the Santa's Campaign

Proclamation declaring October as National Domestic Violence Awareness Month

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

Item 2 Consent Agenda

Item 2.1 Discussion and Possible Action of the Regular City Council Meeting Minutes of September 23, 2021

Item 2.2 Resolution 2021-065, Discussion and Possible Action on the Acceptance of Public Improvements for Summit Heights Phase 2, Lots 97-187, Release of Third-Party Trust and Subdivider's Agreement

Item 2.3 Resolution 2021-066, Discussion and Possible Action on the Acceptance of Public Improvements for Canada Vista, Phase 1, Lots 1-29, Release of Third-party Trust and Subdivider's Agreement

Item 2.4 Resolution 2021-067, Discussion and Possible Action on the Reappointment of Wesley Hewitt and Berlynda Schaaf to the Parks and Recreation Commission, said terms to expire December 31, 2023

New Business

Item 3 Resolution 2021-068, Discussion and Possible Action on Approval of the proceedings of the Industrial Development Authority of the City of Sierra Vista regarding the issuance of its Economic Development Revenue Bonds, and declaring an emergency

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

Item 4 Resolution 2021-069, Discussion and Possible Action to Authorize the Acceptance of the Arizona Governor's Office of Highway Safety Grant Funding, Contract #2022-AL-034

Item 5 Resolution 2021-070, Discussion and Possible Action to Designate the City Attorney as the individual authorized to sign formal and binding documents related to the Arizona Opioid Settlement

Call to the Public

Comments and Requests of Council

Adjournment

MEMORANDUM

To: Mayor and Council

Thru: Chuck Potucek, City Manager
Jill Adams, City Clerk

From: Judy Hector, Marketing & Communications Manager

Date: Sept. 30, 2021

Re: National Award for "Save the Santas" campaign

The Marketing & Communications Division developed and executed a campaign over a two-year period (2018-2019) to reproduce, display, and maintain the Old World Santas display that is placed in Veterans Memorial Park each December. Staff detailed the campaign and entered it into the 2021 Savvy Award competition held by the City-County Communications & Marketing Association (3CMA), a national organization for excellence in government communications. The campaign won a Silver Circle award in the "Most Creative Activity with Least Dollars Spent" for communities under 50,000 residents.

Judges' comments include:

"This was a fantastic example of rallying the community for a tradition that many may not have realized they enjoyed so much until it was gone. The ability to get such buy-in and support for the Santas will make them even more special for everyone for years to come...."

"This is a great community story that reflects what can be accomplished when people come together for a common goal."

The application is attached to provide background information and project details. The booklet that accompanies the Santa display can be found on [DocServe](#).

Project Name: “Save the Santas”

Project Budget: \$0

Percent Produced In-House: 85%

Percent Outsourced: 15%

Problem/Opportunity Statement:

Background: Sierra Vista, Arizona grew out of the U.S. Army’s Fort Huachuca. Still an active military installation, Fort Huachuca’s soldiers, returning from stations around the globe, have brought a cultural diversity rarely seen in a community the size of Sierra Vista (about 43,000 residents).

Former Sierra Vista Mayor Tim Hessler and his wife Nancy spearheaded a project to create larger-than-life Old World Santa artwork with local artists Susan Bell, Sue Ann Vannoy, and Laura Sudduth. Together, these artists produced 53 different Santas on 4’ x 8’ sheets of plywood, celebrating both the holiday season and Sierra Vista’s diversity. The original project was completed in 2006.

After Thanksgiving, the Santas were placed around trees adorned with holiday light in Sierra Vista’s largest park, Veterans Memorial Park, kicking off the holiday season. Over time, these larger-than-life icons became a beloved part of Sierra Vista’s December traditions. Many local families made visiting the Santas an annual event, and some would take an annual photo with a special Santa, measuring their children’s growth year-by-year.

Problem/Opportunity: Although the City made efforts to preserve the original artwork over the years, weather and time deteriorated the plywood construction. After removal following the 2017 season, it was apparent that the panels were no longer fit for display; the wood was separating, and the paint was cracked and peeling.

In 2018, the Marketing & Communications division learned that the original artwork was decommissioned and slated for the landfill. Knowing the community’s emotional attachment to the artwork, a “Save the Santas” campaign was launched to raise donations to pay to recreate the artwork on high performance vinyl mounted to weather-resistant aluminum substrate. Upon announcement, community outpouring was immediate. By that December, enough funds were donated to “save” nearly half the Santas. In the 11 months that followed, funds continued to come in from businesses, church groups, Girl Scout troops, and other organizations, several of which engaged in special funding projects to raise the \$550 needed to save a Santa. In total, \$28,436 was donated.

Staff combed through archived images to locate digital files of the original artwork, and an in-house graphic designer worked with the decade-old files to enhance the artwork and fill in unique backgrounds that invoke holiday wonder. A local sign company printed and mounted the artwork on 4’ x 8’ panels and added hardware to attach the panels to posts placed around the trees in the park.

The cost to recreate a Santa on the vinyl mounted to aluminum substrate was \$525 each; the additional \$50 per Santa was placed in a maintenance fund to partially offset the cost to replace the vinyl when it becomes weathered or damaged.

In 2018, the Old World Santas did not appear in Sierra Vista's Veterans Memorial Park. The Marketing & Communications department received several phone calls asking when they would debut. While the sad news was that 2018 would be "the year with out the Santa Claus," the inquiry helped the department spread the "Save the Santas" message. During this time, the Department received calls from local residents, as well as people who made an annual trek to Sierra Vista from Tucson (75 miles away) and even Phoenix (188 miles away).

The newly refurbished Santas became the star of the 2019 holiday celebration and were illuminated with spotlights in their positions around holiday light-adorned trees in the park. The exhibit was accompanied by an in-house designed, printed booklet, which was also available as an ebook for download. The booklet includes photos of the original artwork, sponsorship information for both the first, and second ("legacy") sponsors, and language from any original signage.

In addition to these oversized jolly figures, the Leisure Department pulled out all the stops for the 2019 event and added a synthetic ice-skating rink, artificial "snow," and holiday games ("Reindeer Games") to make this traditional family night out exceptional.

Ensuring longevity: The community's enthusiasm for the Old World Santas display was apparent as people turned out year after year to see the Santas display. The artwork was also used for street pole banners early on, fixing the Old World Santa display as part of Sierra Vista's holiday tradition. (The banners became unserviceable in 2015.)

Now the City is reproducing two enameled brass ornaments each year. The ornaments are produced by Jackson Pacific. Sold to the public for \$10 each, each ornament nets \$4.30, and revenue is used to purchase ornaments the following year and to supplement the Santas maintenance account.

The ornament artwork is selected by popular community vote.

Pandemic Work-around: The COVID-19 pandemic, which lasted through 2020, meant that the normal holiday celebration must be revised to ensure public health and safety. During that time of "social distancing" and personal isolation, staff reimagined the holiday event.

For the December 2020 event, the Old World Santas display became central to a drive-thru event. Staff members handed out pre-bagged cookies and hot cocoa mix, and planned games for families that could be played while inside a vehicle. Even with temperatures dropping below freezing, drivers in the long line of vehicles snaking through the park remained cheerful as they were greeted by costumed characters along the way.

Intended Goals or Outcomes:

From the outset, the intended goal was to raise enough funds to reproduce the cherished Santas of the World artwork to continue the traditional display. This goal was accomplished by the end of Year 1.

Unexpected outcomes were the enthusiasm of the City's Leisure and Library Services (L&LS) director, who had slated the original panels for the city dump—and the end of the display. But upon seeing the MarCom division's vision of the new weather-resistant Santas come to fruition, the L&LS director breathed life into the annual tree lighting ceremony. The year the new Santas made their debut (2019), the L&LS director added a synthetic ice-skating rink, artificial snow, and children's carnival game booths, all available to the public at no charge. These family-fun elements accompanied the usual visit with Santa, cookies and cocoa, and music activities.

During the height of the COVID-19 pandemic in 2020, the Christmas in the Park event became a drive-thru activity, and included car games for the kids, cookies and cocoa to go, and a socially distanced wave from Santa and Mrs. Claus. The centerpiece of the event was a parkway lined with the Santas of the World and trees adorned with twinkle lights. Even though attendees were confined to vehicles, the event broke the 2018 attendance record.

The success of the past two years' event has further sparked the L&LS director's enthusiasm—and gained the attention of the local Kiwanis Club. For the 2021 event, the Kiwanis members have taken up the Christmas in the Park banner and are seeking donations to purchase a large artificial tree (between 20' and 35', depending on total funds raised), and to sponsor or purchase the ice-skating rink. City staff is planning to add a traditional "Kindle Market," which is an excellent fit with Sierra Vista's Old World Santas and culturally diverse population. Other partners for 2021 may include the Sister Cities organization and Buena High School Choir, along with the Kiwanis.

Documentation of Achievement:

Community members donated \$28,436 to save the Santas and purchased 747 ornaments over the two-year period (270 in 2019 and 477 in 2020), raising an additional \$7,470 and building a small surplus to ensure funds are available for maintaining the display.

The public attendance at the 2019 event was estimated at 2,200, a 175% increase over 2018. In 2020, even as a drive-thru event, the attendance topped the 2018 figure again at 2,000. Staff projects 2021 attendance to be 2,500.

The community has clearly embraced the new event. In addition to record attendance, the local Kiwanis club intends to purchase a 20- to 35-foot artificial tree and is exploring the possibility of purchasing, to donate to the City, an ice-skating rink. And L&LS is planning to expand the 2021 event by adding a Kindle Market and additional children's activities.

Budget and Use of Outside Resources:

The Save the Santas project is a zero-dollar project as all funding was donated. The fund balance will be used to purchase ornaments each year with the fund balance in reserve to repair and/or replace Santas as they become damaged or worn.

We anticipate an additional expense in Year 2 for the 2021 ornaments, at a cost of \$3,542. This expense is not accounted for in the budget below as the funds have not been expended.

Year 1		Year 2	
<i>Revenue</i>		<i>Revenue</i>	
Donations to recreate Santas	\$28,436	Ornament sales	\$4,770
Ornament sales	\$2,700	Total Revenue	\$4,770
Total Revenue	\$31,136		
		<i>Expenses</i>	
<i>Expenses</i>		Recreate Santas (balance)	\$20,620
Recreate Santas (partial)	\$10,516	Ornaments (Year 1)	\$3,244
Total Expenses	\$10,516	Total Expenses	\$20,070
<i>Fund Balance</i>	\$20,620	<i>Fund Balance</i>	\$5,320

Short Descriptor:

Sierra Vista’s beloved Old World Santas display was saved by reproducing original artwork on weather-resistant panels, funded entirely by donations. Now, 53 8-foot by 4-foot panels decorate Veterans Memorial Park during the holiday season. The “Save the Santas” project became a catalyst for an expanded holiday tradition for the city—and a new goal for the Library & Leisure Services Department, to “own Christmas in Southeast Arizona!” The L&LS department is well on their way with bigger plans for the 2021 event.

Annually, two of the Santa images are reproduced in enameled brass ornaments, the net sales of which funds a small fund balance that is set aside to maintain the Old World Santas display for years to come. The community has so embraced the renewed annual event that a local service club has stepped forward to aid in additional fundraising to help further enhance this family event.

Proclamation

WHEREAS, domestic violence education, prevention, advocacy, enforcement and prosecution need increased public attention and support; and

WHEREAS, 1 in 4 women and 1 in 7 men will experience domestic violence in their lifetime; and we share a moral obligation to recognize, address, and stop domestic violence.

WHEREAS, only about half of domestic violence incidents are reported to police; and

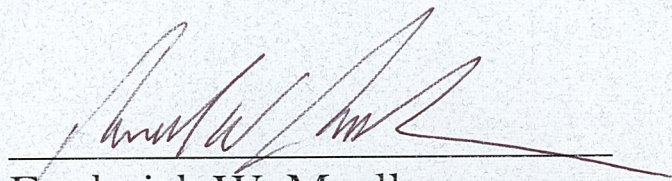
WHEREAS, the health, safety and well-being of our families is now, and must always continue to be, one of our community's highest priorities.

NOW, THEREFORE, BE IT RESOLVED THAT I, Frederick W. Mueller, Mayor of the City of Sierra Vista, Arizona, do hereby proclaim October 2021 as

NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

in and for the City of Sierra Vista.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Sierra Vista to be affixed this fourteenth day of October, the Year of Our Lord two thousand and twenty-one and the Independence of the United States of America, the two hundred and forty-fifth.


Frederick W. Mueller
Mayor



City Manager's Report regarding Procurements

City Council Meeting

October 14, 2021

PUBLISHED / POSTED:

Roof Repair, Replacement and ReCoating- Fire Stations #1 & 2, Centennial Pavillion, and (City Hall as add alternate) – Bid due date extended to November 14, 2021.

IN REVIEW

IN PROGRESS

Municipal Airport Redevelopment Project – Bid awarded to KE&G Construction for \$852,400. Pre-Construction meeting pending.

North Garden Ave/Fry Blvd Improvements Phase I Rebid– KE&G began work on July 19, 2021, with estimated completion February 2022.

New Lighted Airport Entrance sign–High Desert Sign is 50% complete with fabricating the sign. City staff is scheduled to visit the signmaker on November 11th.

Apron And Taxiway J Rehabilitation Project –J. Banicki Construction Inc. began work on October 4, 2021; with estimated completion on November 17, 2021.

EMS Substation Design-Build –Core Construction has begun work on September 17, 2021; with estimated completion by the end of April 2022.

Police Patrol Vehicles – The vehicles included in the FY2022 budget were ordered on the first day that GM (General Motors) accepted orders. The backordered vehicles from FY2021 are trickling in to the outfitter in Phoenix and should receive within several weeks.

Purchase of three (3) Transit Buses – Two proposals were received for three different bus models. The RFP was awarded to Creative Bus Sales. The addition of a third bus was added from available budget monies in the Transit grant. Manufacture of the buses is expected to a full year.

MEMORANDUM

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Sierra Vista City Council
Meeting Minutes
September 23, 2021

Mayor Mueller called the September 23, 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 - absent
Council Member Angelica Landry – present
Council Member Mark Rodriguez - present
Council Member Carolyn Umphrey - present

Others Present:

Chuck Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Jon Kosmider, Deputy Police Chief
Brian Jones, Fire Chief
Laura Wilson, Parks, Recreation and Library Director
Sharon Flissar, Public Works Director
Matt McLachlan, Community Development Director
Jeff Pregler, Planner
Tony Boone, Economic Development Manager
Mike Cline, SEACOM Director

Invocation: Council Member Rodriguez conducted the invocation.

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

[Item 1](#) Acceptance of the Agenda

Council Member Landy moved to remove item 2.3 from the Agenda for the Regular City Council Meeting of September 23, 2021, and to approve the agenda as amended. Mayor Pro Tem Gray seconded the motion. The motion unanimously carried, 6/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Rodriguez, and Umphrey voting in favor.

City Manager's Report: There was no discussion.

Item 2 Consent Agenda

[Item 2.1](#) Discussion and Possible Action of the Special City Council Meeting Minutes of September 7, 2021

[Item 2.2](#) Discussion and Possible Action of the Regular City Council Meeting Minutes of September 9, 2021

~~[Item 2.3](#) Discussion and Possible Action of Resolution 2021-063 Acceptance of Sewer Easements for Veritas Christian Community School~~

Council Member Benning moved that the Consent Agenda consisting of the Special City Council Meeting Minutes of September 7, 2021, and the Regular City Council Meeting Minutes of September 9, 2021, be approved. Mayor Pro Tem Gray seconded the motion. The motion unanimously carried, 6/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Rodriguez, and Umphrey voting in favor.

Public Hearing

[Item 3](#) Discussion and Possible Action of Resolution 2021-064 Submission of the US Housing and Urban Development (HUD) PY (Program Year) 2020 Consolidated Annual Performance Evaluation Report (CAPER)

Council Member Umphrey moved that Resolution 2021-064, approving submission of the US Housing and Urban Development Program Year 2020 Consolidated Annual Performance Evaluation Report, be approved. Council Member Benning seconded the motion.

Mr. McLachlan stated that this is the annual report that the City submits each year to HUD, describing the City's use of Community Development Block Grant funds. It contains information on expenditures, relationship between the Consolidated Plan and annual Action Plans, goals and strategies, data and beneficiaries, and accomplishments. The report covers the past program year, which coincides with the City's fiscal year running July one through June 30th. During this time frame, the City expended just under \$194,000 towards constructing improvements at Soldier Creek Park and Landwehr Plaza. Another \$6,000 was spent on preliminary engineering associated with Eddie Cedar Park development, which is scheduled for construction next year. The CAPER also documents the use of Cares Act funds received through the CDBG program to mitigate the impacts of COVID-19. The Emergency Crisis Fund that was stood up last May will be fully expended by the end of September, which meets the schedule laid out in the subrecipient agreement. During the program year \$243,385 in assistance was provided to cover basic needs and services. According to that tally financial reports that were submitted by United Way 155 households were helped making rent, 146 households received utility assistance, 376 signed up for employment services, 254 individuals received mental health counseling, 35 homeless individuals were given a hotel or motel voucher, and more than 2,000 persons received a food box from the Dream Center during the multiple drives they carried out, including during the holiday seasons. Three quarters of the households that were helped reported to have extremely low median family income, which matches the federal poverty guideline. In monetary terms, the family income of a household of four persons at or below \$26,200.

He further stated that council will be receiving a full report that compiles the program statistics for the closing out of the program by November 1st. Public notice on this item was provided in the Sierra Vista Herald and posted on the City's website advertising a 15-day public comment period. No comments have been received. Staff is seeking approval of the 2020 CAPER as required by HUD, provided in the resolution.

Mayor Mueller commented that he knows that the City does this every year. This is the first year that there has been a supplemental amount of income due to the COVID emergency. He commended Mr. McLachlan as well as the City's good friend, United Way for the prompt execution and qualification of people that were eligible for the aid that the City received from the federal government. He added that this has been a good program for the City, and he hopes that people have had, in fact, talked to their landlords and paid their rent, etc. because at the end of September there is not going to be a whole lot of money and once the City gets the

report on November 1st, the program will probably have stopped. There will be some challenges if people in the future need this if this continues.

Mr. McLachlan stated that there are other avenues to pursue. SEAGO is administering a similar program that applies countywide if anybody is interested in taking advantage of those resources.

Mayor Mueller stated that the bottom line is that the City's program is ending at the end of September, and he knows that there are going to be people that will have rent issues etc. He added that SEAGO is another source, but people need to know that the City's program has ended; although, the City will help to get them in touch with other organizations, and charities that may not have federal money that can help.

The motion unanimously carried, 6/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Rodriguez, and Umphrey voting in favor.

New Business

[Item 4](#) Discussion and Possible Action of Ordinance 2021-008, Adoption of Development Code Amendments to Section 151.02.004, Definitions; Section 151.06.008, Communications Facilities Section; and 151.20.002, Architectural and Design Review Applicability

Mayor Pro Tem Gray moved that Ordinance 2021-008, amending City Code Title XV, Chapter 151, Development Code Section 151.02.004, Definitions; Section 151.06.008, Communications Facilities; and 151.20.002, Architectural and Design Review Applicability, be approved. Council Member Benning seconded the motion.

Mr. Pregler stated that the first proposed amendment would change the measurement of building height for sloped roofs, which will now be measured from the finish grade to the average height of the building that is the vertical distance between the eaves and the ridgeline. The second proposed amendment changes the definition of finish grade, which will be defined as the highest grade of joining the building. The third proposed amendment would exempt essential communication facilities for emergency police and medical service dispatch, located on public property from the Development Code requirements in the Communication Facility Section of the Development Code. The final amendment would exempt accessory structures that have a wall or walls that can be viewed from a public right of way, 30 linear feet, or less from the Architectural and Design Standards.

The Planning and Zoning Commission heard the amendments on August 3, 2021 and unanimously recommended them to City Council. Council approved a 30-day public comment period on August 12, 2021, and to-date the City has not received any additional comments from the public.

The motion unanimously carried, 6/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Rodriguez, and Umphrey voting in favor.

Call to the Public – There was no response.

Comments and Requests of Council

Council Member Rodriguez announced that he attended the ribbon cutting ceremony for a new church in town, New Jerusalem Community Church, on Wilcox. He relayed that there is a great story about the church because the building was a gift, and it has community space in the back that could be possibly used for future engagements. He also asked that the local youth be supported and announced that the Buena High School Swim Team is currently swimming it out against Cienega High School over at the Cove, and that the Buena High School Varsity Football Team will be traveling on Friday, September 24, 2021 to Tucson to play against Sunnyside. He announced that the 9th annual Oktoberfest is on Saturday, September 25, 2021, a fundraiser that helps that Sister Cities. He reported that he attended a Redistricting Meeting hosted by the Arizona Independent Redistricting Commission where they discussed legislative districts and congressional districts and recommended that people investigate it at <https://maps.azredistricting.gov/redistricting> because this affects everybody in the county. He also announced that the fencing is up for the new fire station, which can be seen if travelling down Seventh Street and BST. Lastly, he stated that there are new paramedics that recently graduated. He congratulated them and wished them luck on their final test.

In response to Mayor Mueller, Council Member Rodriguez stated that the Oktoberfest will take place at 2243 E Sapling Lane with taps opening at 4:30 p.m. followed by the toast at 5:30 p.m. He noted that Oktoberfest is a wedding ceremony, and if people would like to get married for cheap, they should go to Oktoberfest.

Council Member Umphrey had nothing to report.

Council Member Benning had nothing to report.

Council Member Landry announced that it is the midst of National Hispanic Heritage Month, which started on September 15 and goes through October 15. On Tuesday, September 28, 2021, there will be a National Hispanic Heritage Month observance on Post. The doors will open at 11:00 a.m., with the event starting at 11:30 a.m. at the Murr Community Center, where there will be a display from the Henry Hauser Museum. She also announced that next weekend there are a lot of things going on, i.e., the Sky Island Tour that will take place on October 2, 2021 that will have a lot of different options for miles, 5, 20, 30, 44 and 62 miles. Registration is open until September 30, 2021 and people can register at <https://skyislandtour.com>. The proceeds benefit the National Alliance on Mental Illness, the Southeastern Arizona Programs. The funds go towards the continuation of programs for those that are affected by mental illness and to increase awareness of the advances that are made in mental health. They provide free programs and workshops to educate, support, and advocate for those affected by mental illness because mental health matters. Also, on this same day, there is Art in the Park and Vineyards in the Park.

In response to Mayor Mueller, Council Member Landy stated that she will be speaking at the National Hispanic Heritage Month observance.

Mayor Pro Tem Gray had nothing to report.

Mayor Mueller mentioned that the carnival is still in the park, and it will be there during the weekend to support the event by the Morale, Welfare and Recreation for the Post, an organization that uses the profits to help with programs for soldiers and their families on Fort Huachuca. He stated that the City welcomes them to come down and hold the event at the park because this way they can get more folks to participate than they would if they did it on Post. He

encouraged people to attend because this helps the soldiers. Lastly, he asked people to prepare themselves for all the other great events that are coming up in the next several weeks.

Adjournment

Mayor Mueller adjourned the September 9, 2021 meeting of the Sierra Vista City Council at 5:18 p.m.

Frederick W. Mueller, Mayor

Minutes prepared by:

Attest:

Maria G. Marsh, Deputy Clerk

Jill Adams, City Clerk

October 14, 2021

MEMORANDUM TO: Honorable Mayor and City Council

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

FROM: Jeff Pregler
Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-065
Acceptance of Public Improvements
Release of Lots 97-187 for Summit Heights
Subdivision, Phase 2

RECOMMENDATION:

The City Manager recommends approval.
The Director of Community Development recommends approval.
The Public Works Director recommends approval.

INITIATED BY: Canyon Vista Land LLC

BACKGROUND:

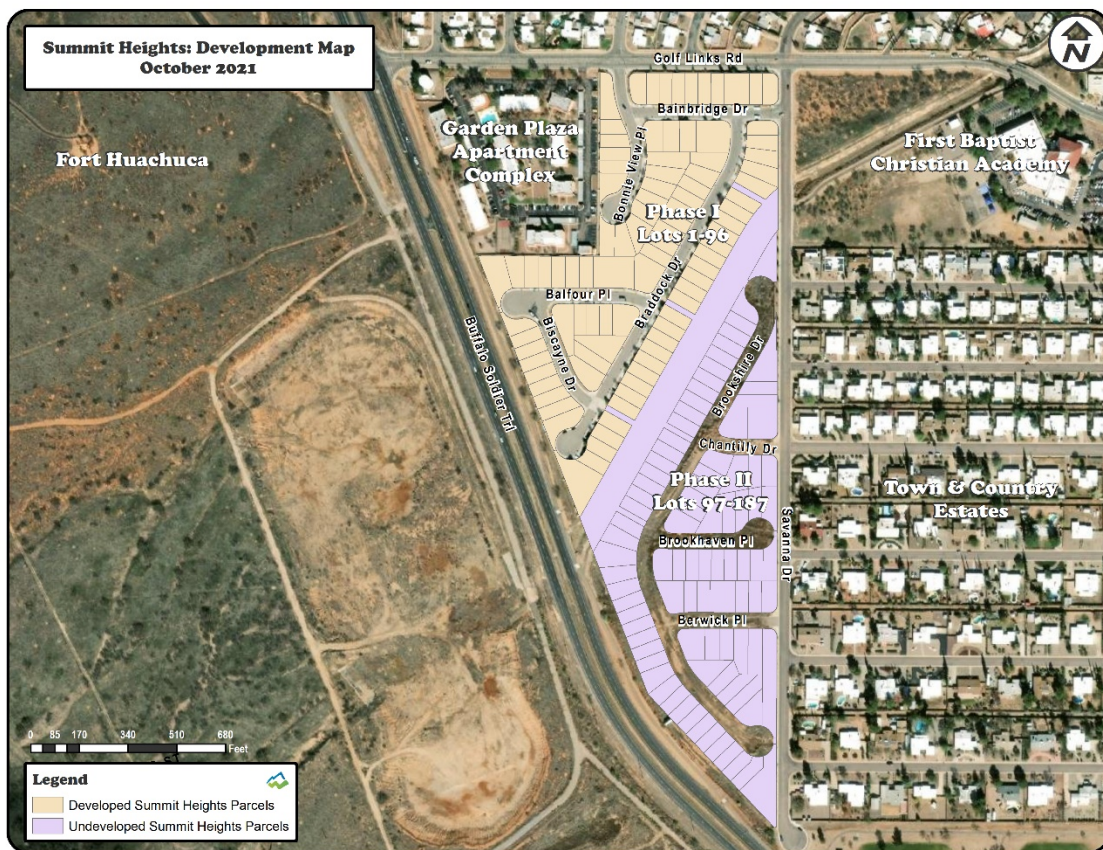
Canyon Vista LLC has completed all public improvements in Phase 2 of the Summit Heights subdivision. The public improvements consist of curb, gutter, streets, sewer, and drainage facilities. The remaining sidewalks will be constructed at the time the adjacent homes are constructed. The Public Works Department has inspected and approved construction of the public improvements.

The Development Code requires that all public improvements be constructed prior to home construction. In lieu of completing the improvements, the developer has the option to provide a Subdivider's Agreement and an Improvement Security Guaranty Agreement as an assurance that the public improvements are completed. The developer chose to assure the public improvements in Summit Heights with a Third Party Trust Agreement. As a reminder, the Subdivider's Agreement outlines the developer's public improvement responsibilities such as construction timelines and acknowledgment of an improvement security. The Improvement Security Guaranty Agreement is a monetary agreement which is an assurance that there is funding available should the City need to complete the improvements.

According to Section 151.19.005, once the public improvements have been completed, inspected, and approved by the Public Works Department, the City Council can accept all public improvements for maintenance and release the lots from the Third Party Trust. Releasing the lots back to the developer will allow for the lots to be sold to potential homeowners. In addition to the acceptance, the Subdivider's Agreement and the Third Party Trust Agreement will be returned to the developer.

The City Council approved a partial release of the lots on September 10, 2020, which released lots 97-121 and 179-187. This request would release the remaining lots in Phase 2.

Acceptance by the City Council would start the two-year warranty period. As a reminder, the developer guarantees the improvements for two years. Any defects within the two-year warranty period requires repairs by the developer. A security is acquired by the City as an assurance that the repairs are completed.



RESOLUTION 2021-065

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; ACCEPTING COMPLETED PUBLIC IMPROVEMENTS AND RELEASING LOTS 97-187 FOR THE SUMMIT HEIGHTS SUBDIVISION PHASE 2; 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 Subdivider, Canyon Vista Land LLC., has caused certain public improvements to be constructed for public use in conjunction with the development of lots 97-187 of the Summit Heights subdivision, as shown in Exhibit A, and desires that the City accept maintenance responsibility thereof; and

WHEREAS, the Subdivider has posted certain security to assure completion of the required improvements; said security being a Subdivider's Agreement, as recorded in the Cochise County Recorder's Office, under fee #2011-24947, and an Improvement Security Guaranty Agreement under fee #2011-24947; and

WHEREAS, the City Council shall only accept maintenance responsibility for public improvements only: when they are intended for public use; upon recommendation of the City Engineer; upon the filing of required lien waiver and two-year guarantee by the Subdivider; and after formal acceptance by the City Council; and

WHEREAS, the City Inspector has inspected the completed constructed public improvements adjacent to the requested released lots and found them to be in substantial conformance with the approved plans and specifications and does hereby recommend they be accepted by the City for maintenance; and

WHEREAS, the Subdivider has filed a waiver of liens, a two-year guarantee, and reproducible as-built drawings.

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

SECTION 1

That the policy, accepting completed public improvements and releasing lots, be, and hereby is, reaffirmed.

SECTION 2

That lots 97-187, are hereby released from the Subdivider's Agreement recorded under fee #2011-24947 and the Third Party Trust Agreement recorded under fee #2011-24947, as shown in Exhibit A, and that the constructed public improvements serving lots 97-187 of the Summit Heights subdivision, as shown in Exhibit A, be, and hereby are, accepted for ownership and maintenance by the City of Sierra Vista.

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 14TH DAY OF OCTOBER, 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

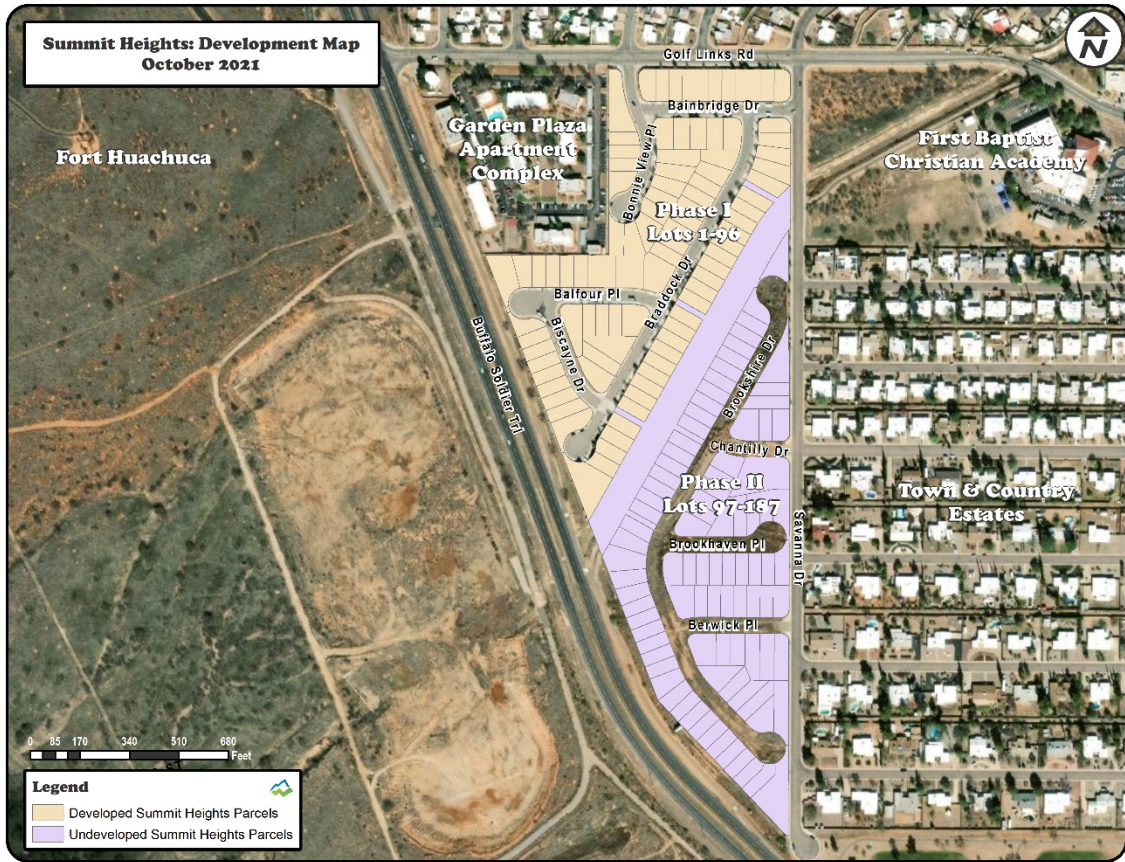
JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN WILLIAMS
City Attorney

PREPARED BY:
JEFF PREGLER
Senior Planner

EXHIBIT A



October 14, 2021

MEMORANDUM TO: Honorable Mayor and City Council

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

FROM: Jeff Pregler
Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-066
Acceptance of Public Improvements
Release of Lots 1-29 for Canada Vista Subdivision,
Phase 1

RECOMMENDATION:

The City Manager recommends approval.
The Director of Community Development recommends approval.
The Public Works Director recommends approval.

INITIATED BY: Canyon Vista Land LLC

BACKGROUND:

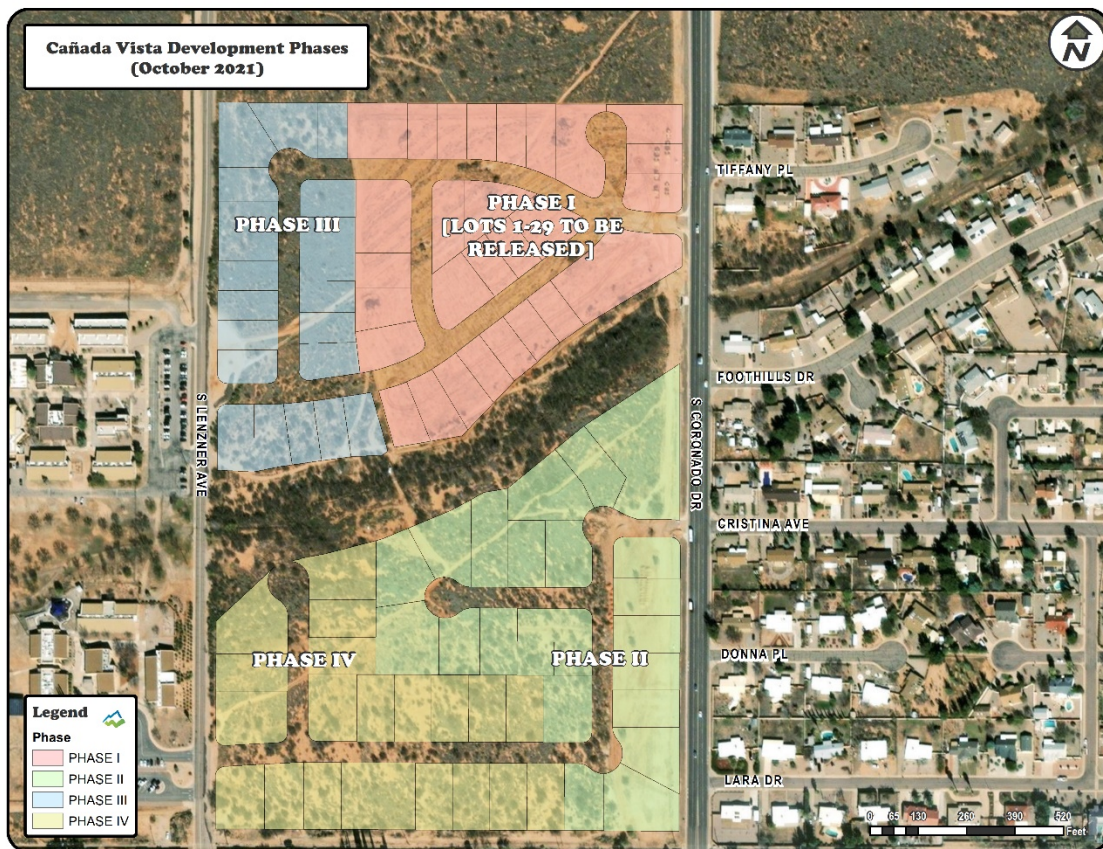
Canyon Vista LLC has completed all public improvements in Phase 1 of the Canada Vista subdivision. The public improvements consist of curb, gutter, streets, sewer, and drainage facilities. The sidewalks will be constructed at the time the adjacent homes are constructed. A separate security has been provided to assure the sidewalk completion. The Public Works Department has inspected and approved construction of the public improvements.

The Development Code requires that all public improvements be constructed prior to home construction. In lieu of completing the improvements, the developer has the option to provide a Subdivider's Agreement and an Improvement Security Guaranty Agreement as an assurance that the public improvements are completed. The developer chose to assure the public improvements in Canada Vista with a Third Party Trust Agreement. As a reminder, the Subdivider's Agreement outlines the developer's public improvement responsibilities such as construction timelines and acknowledgment of an improvement security. The Improvement Security Guaranty Agreement is a monetary agreement which is an assurance that there is funding available should the City need to complete the improvements.

The public improvements within Phase 1 of the subdivision were completed prior to home construction. However, it was unclear when home construction would begin, therefore a security was provided in the event the homes were constructed prior to the public improvements being completed.

According to Section 151.19.005, once the public improvements have been completed, inspected, and approved by the Public Works Department, the City Council can accept all public improvements for maintenance and release the lots from the Third Party Trust. Releasing the lots back to the developer will allow for the lots to be sold to potential homeowners. In addition to the acceptance, the Subdivider's Agreement and the Third Party Trust Agreement will be returned to the developer.

Acceptance by the City Council would start the two-year warranty period. As a reminder, the developer guarantees the improvements for two years. Any defects within the two-year warranty period requires repairs by the developer. A security is required by the City as an assurance that the repairs are completed.



RESOLUTION 2021-066

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; ACCEPTING COMPLETED PUBLIC IMPROVEMENTS AND RELEASING LOTS 1-29 FOR THE CANADA VISTA SUBDIVISION, PHASE 1; 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 Subdivider, Canyon Vista Land LLC., has caused certain public improvements to be constructed for public use in conjunction with the development of lots 1-29 of the Canada Vista subdivision, as shown in Exhibit A, and desires that the City accept maintenance responsibility thereof; and

WHEREAS, the Subdivider has posted certain security to assure completion of the required improvements; said security being a Subdivider's Agreement and an Improvement Security Guaranty Agreement, as recorded in the Cochise County Recorder's Office, under fee #2020-01978,; and

WHEREAS, the City Council shall only accept maintenance responsibility for public improvements only: when they are intended for public use; upon recommendation of the City Engineer; upon the filing of required lien waiver and two-year guarantee by the Subdivider; and after formal acceptance by the City Council; and

WHEREAS, the City Inspector has inspected the completed constructed public improvements adjacent to the requested released lots and found them to be in substantial conformance with the approved plans and specifications and does hereby recommend they be accepted by the City for maintenance; and

WHEREAS, the Subdivider has filed a waiver of liens, a two-year guarantee, and reproducible as-built drawings.

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

SECTION 1

That the policy, accepting completed public improvements and releasing lots, be, and hereby is, reaffirmed.

SECTION 2

That lots 1-29 are hereby released from the Subdivider's Agreement and Third Party Trust Agreement recorded under fee #2020-01978, as shown in Exhibit A, and that the constructed public improvements serving lots 1-29 of the Canada Vista subdivision, Phase 1, as shown in Exhibit A, be, and hereby are, accepted for ownership and maintenance by the City of Sierra Vista.

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 14TH DAY OF OCTOBER, 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

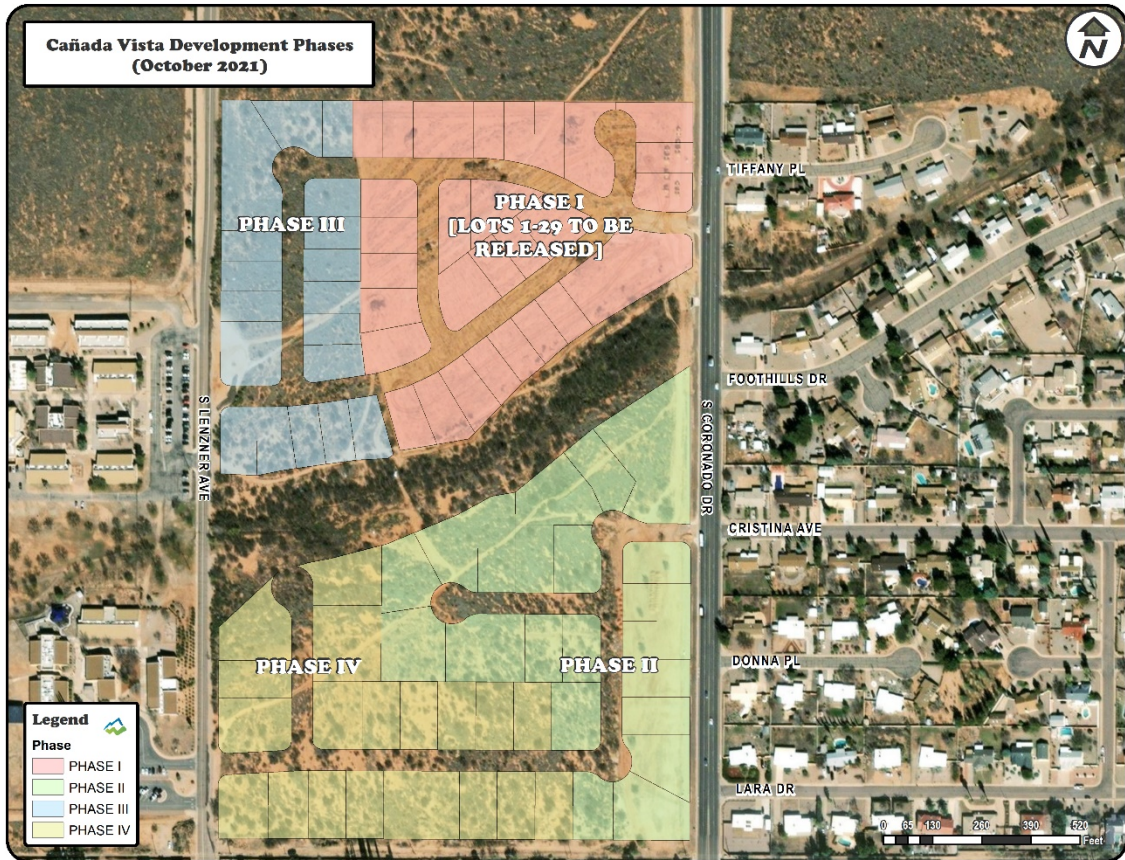
JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN WILLIAMS
City Attorney

PREPARED BY:
JEFF PREGLER
Senior Planner

EXHIBIT A



October 6, 2021

MEMORANDUM TO: Honorable Mayor and City Council

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

FROM: Laura Wilson, Director
Parks, Recreation & Library

SUBJECT: Request for Agenda Item Placement
Resolution 2021-067, Reappointing Wesley Hewitt
and Berlynda Schaaf to the Parks and Recreation
Commission

Initiated and Recommended by:

The Director of Leisure and Library Services recommends approval.

Background

The terms of two Parks and Recreation Commissioners will expire at the end of the calendar year; and Wesley Hewitt and Berlynda Schaaf have submitted applications for reappointment. The Parks and Recreation Commission recommends approval to Council.

Budget Appropriations:

Not applicable.

Attachment

RESOLUTION 2021-067

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAPPOINTING WESLEY HEWITT AND BERLYNDA SCHAAF TO THE PARKS AND RECREATION COMMISSION, SAID TERMS TO EXPIRE DECEMBER 31, 2023, AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City Council has created a Parks and Recreation Commission for the purpose of advising the Mayor and City Council on matters relating to parks and recreation issues in the community; and

WHEREAS, applications have been received to fill current vacancies, and it is in the best interest of the citizens to have a full complement of Parks and Recreation Commission members to address parks and recreation issues in the community concerns; and

WHEREAS, the Commission has recommended to reappoint Wesley Hewitt and Berlynda Schaaf to fill the vacancies on the Commission;

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

SECTION 1

That the City Council policy to make appointments to boards and commissions when qualified applicants are available is hereby reaffirmed.

SECTION 2

The City Council hereby reappoints Wesley Hewitt and Berlynda Schaaf to the Parks and Recreation Commission, said terms to expire December 31, 2023.

SECTION 3

The City Manager, City Clerk, and 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 14TH DAY OF OCTOBER 2021.

FREDERICK W. MUELLER
Mayor

Approval as to Form:

Attest:

NATHAN J. WILLIAMS
City Attorney

JILL ADAMS
City Clerk

Prepared by:
Laura Wilson, Director
Leisure & Library Services



City of Sierra Vista

1011 North Coronado Drive, Sierra Vista, Arizona 85635
520/458-3315 - fax 520/458-0584 - www.ci.sierra-vista.az.us

APPLICATION TO CITY BOARD/COMMISSION

DATE: 4 OCT 2021

BOARD/COMMISSION: Parks and Recreation Commission

NAME: Wesley Roy Hewitt, Jr. TELEPHONE: [REDACTED] (ONE PER FORM)
(HOME) (WORK)

E-MAIL ADDRESS: [REDACTED]

ADDRESS: [REDACTED] CITY: Sierra Vista ZIP: 85635

MAILING ADDRESS: Same

CITY RESIDENT? Yes REGISTERED TO VOTE IN CITY? Yes

EDUCATION: AAS Intelligence Operations, AAS Adult Education

OCCUPATION: Training Specialist

PROFESSIONAL/COMMUNITY ACTIVITIES: (IF RETIRED, INDICATE FORMER OCCUPATION)
Parks and Recreation Commission (* Years), SVUSD Bond Oversight Committee
(5 Years), DAV Life Member, VFW Life Member, Official City Santa Claus

QUALIFICATIONS/INTEREST IN BOARD/COMMISSION: Current Commission Member/ Former Chair (8 Years) ,
Leisure & Library Services Employee/Volunteer (20 Years)

REFERENCES: 1.	<u>Laura Wilson</u>	<u>3020 E. Tacoma Street SV</u>	<u>5204587922</u>
	(NAME)	(ADDRESS)	(PHONE)
2.	<u>Gloria Colby</u>	<u>3020 E Tacoma St SV</u>	<u>5204587922</u>
	(NAME)	(ADDRESS)	(PHONE)

THIS APPLICATION WILL BE KEPT ON FILE FOR A PERIOD OF ONE YEAR FROM ABOVE DATE.

AS A CANDIDATE TO A COUNCIL APPOINTED BOARD/COMMISSION/COMMITTEE, YOUR NAME, ADDRESS AND PHONE NUMBER WILL BE AVAILABLE TO THE PRESS AND PUBLIC UPON REQUEST.

[Signature]
(APPLICANT'S SIGNATURE)

Please return completed application to the city clerk's office



City of Sierra Vista

1011 North Coronado Drive, Sierra Vista, Arizona 85635
520/458-3315 - fax 520/458-0584 - www.ci.sierra-vista.az.us

APPLICATION TO CITY BOARD/COMMISSION

DATE: 10.04.2021

BOARD/COMMISSION: PARKS & RECREATION

NAME: BERLYNDA SCHAFF TELEPHONE [REDACTED] (HOME) [REDACTED] (WORK)

E-MAIL ADDRESS: [REDACTED]

ADDRESS: [REDACTED] SV ZIP: 85635

MAILING AD [REDACTED]

CITY RESIDENT? REGISTERED TO VOTE IN CITY?

EDUCATION: SOME COLLEGE

OCCUPATION: ADMIN ASSISTANT (IF RETIRED, INDICATE FORMER OCCUPATION)

PROFESSIONAL/COMMUNITY ACTIVITIES: CURRENT MEMBER PARKS & REC; DA LL TREASURER; BUENA BOOSTER VP;

QUALIFICATIONS/INTEREST IN BOARD/COMMISSION: _____

REFERENCES: 1. ROBIN MURRAY SV AZ 85635 (NAME) (ADDRESS) (PHONE) [REDACTED]

2. JOSEPH HAYES SV AZ 85635 (NAME) (ADDRESS) (PHONE) [REDACTED]

THIS APPLICATION WILL BE KEPT ON FILE FOR A PERIOD OF ONE YEAR FROM ABOVE DATE.

AS A CANDIDATE TO A COUNCIL APPOINTED BOARD/COMMISSION/COMMITTEE, YOUR NAME, ADDRESS AND PHONE NUMBER WILL BE AVAILABLE TO THE PRESS AND PUBLIC UPON REQUEST.

Berlynda Schaff
(APPLICANT'S SIGNATURE)

Please return completed application to the city clerk's office

October 1, 2021

MEMORANDUM TO: Honorable Mayor and City Council

FROM: Charles P. Potucek
City Manager

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-068, Approving the proceedings of
the Industrial Development Authority of the City of Sierra
Vista regarding the issuance of its Economic Development
Revenue Bonds, and declaring an emergency

RECOMMENDATION

The City Manager recommends approval

BACKGROUND

Please see the attached memo from Michael Slania, attorney for the Industrial
Development Authority, regarding the proposed revenue bond issue.

FINANCIAL IMPACT

None.

SLANIA LAW, PLLC

2980 N. Swan Road #222

Tucson, Arizona 85712

Michael A. Slania, Esq.
mas@slanialaw.com

520-600-2082 office
520-314-3663 fax

VIA EMAIL

October 7, 2021

Frederick W. Mueller, Mayor
Rachel Gray, Mayor Pro Tem
William Benning, Council Member
Gregory Johnson, Council Member
Angelica Landry, Council Member
Mark Rodriguez, Council Member
Carolyn Umphrey, Council Member
CITY OF SIERRA VISTA
1011 N. Coronado Drive
Sierra Vista, Arizona, 85635

Re: The Industrial Development Authority of the City of Sierra Vista – Notice of Intention to Issue Bonds – Economic Development Revenue Bonds, Series 2021 (Georgetown Community Development Authority Project)– In an Amount Not to Exceed \$50,000,000

Dear Mr. Mayor and Members of the City Council:

At its meeting held on October 12, 2021, The Industrial Development Authority of the City of Sierra Vista (the “*Authority*”), will consider granting its final approval to a resolution authorizing the issuance of its Economic Development Revenue Bonds (Georgetown Community Development Authority Project), Series 2021 (the “*2021 Bonds*”), in one or more series and in an aggregate principal amount not to exceed \$50,000,000, the proceeds of which will be loaned to Georgetown Community Development Authority (the “*Borrower*”), a Washington non-profit corporation and an organization as described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended.

As always, this issuance of the 2021 Bonds is subject to the approval of Mayor and City Council of the City of Sierra Vista. Therefore, the Authority respectfully requests that this matter be placed on the Mayor and City Council Regular Meeting Agenda scheduled for October 14, 2021, for the purpose of having the Mayor and City Council approve the action of the Authority. Enclosed herewith is the Resolution of the Mayor and City Council of the City of Sierra Vista approving the transaction.

Attached is a copy of the Resolution to be considered by the Authority. In the opinion of Bond Counsel, a public hearing is required to be held pursuant to the Internal Revenue Code and federal income tax regulations for the issuance of the 2021 Bonds. The public hearing will be held on October 12, 2021 and you will be immediately informed if there are any comments or objections to the Project or the issuance of the 2021 Bonds prior to or during the hearing.

The proceeds of the 2021 Bonds will be loaned to the Borrower for the purposes of (a) finance and refinance the cost of the acquisition and improvement of community facilities which include approximately 136,653 square feet of affordable workspace for artists and artisans and related infrastructure for future affordable housing developments on approximately 4.05 acres located at 6555 5th Ave S, 500 S River St,

Mayor and City Council of Sierra Vista

October 7, 2021

Page 2

6520 5th Ave S, 5607 4th Ave S, 5609 4th Ave S, 318 S Orcas St, 5300 4th Ave S, 5312 4th Ave S, 404 S Brandon St., 402 S Lucile St, 406 S Lucile St, 412 S Lucile St, 416 S Lucile St, 5516 4th Ave S and 5610 4th Ave S, Seattle, Washington 98108 (the "*Facilities*"), (b) fund required reserves, including, but not limited to, a debt service reserve fund, working capital and a capitalized interest account for the Bonds, and (c) pay certain costs of issuance in connection with the issuance of the 2021 Bonds (collectively constituting a "project" as defined in the Act and referred to herein as the "*Project*").

The 2021 Bonds are to be issued in accordance with Title 35, Chapter 5, of the Arizona Revised Statutes, as amended (the "*Act*"). Pursuant to the Act, the Authority can issue bonds both within and outside the State of Arizona. Under the Act, to issue bonds outside the State of Arizona, the Board of Directors of the Authority must find that the exercise of its powers will provide a benefit within this state. The Authority believes that the payment of the fee to it by the Borrower in respect of the 2021 Bonds will provide a benefit to the City of Sierra Vista, as such fee will be used by the Authority for economic development purposes within the City, as well as its general administrative costs.

The 2021 Bonds will be issued as unrated, fully registered Bonds and will be publicly sold as unrated bonds by Piper Sandler & Co. (the "*Underwriter*"). The 2021 Bonds will be issued without a rating in denominations of \$25,000 and any integral multiples of \$5,000 in excess thereof and sold only to "Qualified Institutional Buyers" within the meaning of Rule 144A of the Rules adopted pursuant to the Securities Act of 1933, as amended, or "Accredited Investors" within the meaning of Rule 501 of the Rules governing the limited offer and sale of securities without registration under the Securities Act of 1933, with an investor letter.

As always, the 2021 Bonds are special limited obligations of the Authority. The 2021 Bonds are payable solely from payments made by the Borrower pursuant to a loan agreement and secured by a deed of trust (mortgage) on the Facilities. Such payments are pledged to the Trustee under the Trust Indenture, for payment to the holders of the 2021 Bonds. Neither the faith and credit, nor the taxing power of the Authority or the City of Sierra Vista or any other political subdivision thereof, are pledged to the payment of the 2021 Bonds. The Authority has no taxing power.

I will be available prior to the meeting to answer any questions you may have, or to meet with you at your convenience.

Thank you for your consideration of this matter.

Sincerely,

SLANIA LAW, PLLC.

/s/

Michael A. Slania
Attorney for the Authority

MAS/ub

Enclosures

C: Jill Adams, City Clerk

Nathan Williams, City Attorney

RESOLUTION 2021-068

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA APPROVING THE PROCEEDINGS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SIERRA VISTA REGARDING THE ISSUANCE OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2021 (GEORGETOWN COMMUNITY DEVELOPMENT AUTHORITY PROJECT) IN AN AMOUNT NOT TO EXCEED \$50,000,000; 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; AND DECLARING AN EMERGENCY

WHEREAS, The Industrial Development Authority of the City of Sierra Vista (the “*Authority*”) pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “*Act*”), is authorized to issue and sell its Economic Development Revenue Bonds, Series 2021 (Georgetown Community Development Authority Project), in one or more series or subseries (the “*Bonds*”), the proceeds of which are to be loaned to Georgetown, Community Development Authority (the “*Borrower*”), a Washington non-profit corporation and an organization described in Section 501(c)(3) of the United States Internal Revenue Code, for the purposes of (a) financing and refinancing the cost of the acquisition and improvement of community facilities which include approximately 136,653 square feet of affordable workspace for artists and artisans and related infrastructure for future affordable housing developments on approximately 4.05 acres located at 6555 5th Ave S, 500 S River St, 6520 5th Ave S, 5607 4th Ave S, 5609 4th Ave S, 318 S Orcas St, 5300 4th Ave S, 5312 4th Ave S, 404 S Brandon St., 402 S Lucile St, 406 S Lucile St, 412 S Lucile St, 416 S Lucile St, 5516 4th Ave S and 5610 4th Ave S, Seattle, Washington, (b) funding required reserves, including, but not limited to, a debt service reserve fund, working capital and a capitalized interest account for the Bonds, and (c) paying certain costs of issuance in connection with the issuance of the Bonds (collectively constituting a “project” as defined in the Act and referred to herein as the “*Project*”); and

WHEREAS, on October 12, 2021, the Authority resolved to issue the Bonds in one or more series or subseries and in an aggregate amount not to exceed \$50,000,000 (the “*Authority’s Resolution*”), such issuance being conditioned upon, among other things, the granting of approval to the issuance of the Bonds by the Mayor and City Council of the City of Sierra Vista; and

WHEREAS, the Authority’s Resolution has been made available to the Mayor and City Council of the City of Sierra Vista, and the Authority’s Resolution has been duly considered this date; and

WHEREAS, the Authority’s Resolution authorizes, among other things, the issuance of the Bonds and the execution and delivery of (a) the Indenture of Trust (the “*Indenture*”) between

the Authority and UMB Bank, N. A., (b) the Loan Agreement (the “*Loan Agreement*”) between the Authority and the Borrower, (c) the Bond Purchase Agreement (the “*Bond Purchase Agreement*”), among the Authority, the Borrower and Piper Sandler & Co., as underwriter and (d) such other documents as required for the issuance of the Bonds; and

WHEREAS, the terms, maturities, provisions for redemption, security and sources of payment for the Bonds are set forth in the Indenture, the Loan Agreement and the form of Bonds themselves; and

WHEREAS, copies of said documents have been made available to the Mayor and City Council of the City of Sierra Vista, together with the Authority’s Resolution; and

WHEREAS, the Mayor and City Council of the City of Sierra Vista has been informed that said documents have been reviewed by competent Bond Counsel, Kutak Rock LLP, and said Bond Counsel has determined that said documents adequately meet the requirements of the Act and the Internal Revenue Code of 1986, as amended (the “*Code*”); and

WHEREAS, in accordance with Section 35-721.B of the Act, the proceedings of the Authority under which the Bonds are to be issued require the approval of the Mayor and City Council of the City of Sierra Vista of the issuance of the Bonds; and

WHEREAS, pursuant to Section 147(f) of the Code, the chief elected official representing the City of Sierra Vista must approve the issuance of the Bonds after a public hearing following reasonable notice, which hearing has been conducted by the Authority; and

WHEREAS, the Authority held the public hearing required in Section 147(f) of the Internal Revenue Code of 1986, as amended on October 12, 2021 and no comments were received in connection therewith (the “*TEFRA Hearing*”); and

WHEREAS, the Mayor and City Council of the City of Sierra Vista has had presented to it information regarding the Bonds and information regarding the TEFRA Hearing held by the Authority concerning the Bonds and is further informed and advised with regard to the Bonds.

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 Council, most recently affirmed by Resolution 4582, be, and hereby is, reaffirmed.

Section 2. Pursuant to Section 147(f) of the Code and Section 35-721.B of the Act, the Mayor and City Council of the City of Sierra Vista, as the governing body of the Authority and the applicable elected representative of a governmental unit having jurisdiction over the facilities to be financed and/or refinanced with the proceeds of the Bonds, hereby approves the Bonds, the TEFRA Hearing and the proceedings under which the Bonds are to be issued by the Authority, including specifically the Authority’s Resolution, the Indenture, the Loan Agreement, the Bond Purchase Agreement, and all other related or appropriate documents;

Section 2. This Resolution shall be in full force and effect from and after its passage as provided by law, and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded;

Section 4. The City Manager, the City Clerk, and the City Attorney or any appropriate officers of the Mayor and City Council of the City of Sierra Vista are hereby authorized and directed to do all such things and to execute and deliver all such documents on behalf of the City of Sierra Vista as may be necessary or desirable to effectuate the intent of this Resolution and the Authority's Resolution in connection with the issuance of the Bonds; and

Section 5. The immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety, and therefore an emergency is hereby declared to exist. This resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and City Council of the City of Sierra Vista, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of Sierra Vista, Arizona this 14th day of October, 2021.

Frederick W. Mueller, Mayor
CITY OF SIERRA VISTA, ARIZONA

ATTEST:

Jill Adams, City Clerk
CITY OF SIERRA VISTA, ARIZONA

APPROVED AS TO FORM:

KUTAK ROCK LLP,
Bond Counsel

By: _____

Nathan Williams, City Attorney

October 7, 2021

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Adam D. Thrasher, Chief of Police
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-069, Authorization to Accept Arizona
Governor's Office of Highway Safety Grant Funding (Contract
#2022-AL-034)

RECOMMENDATION

The City Manager recommends approval.

The Chief of Police recommends approval.

INITIATED BY

Adam D. Thrasher, Chief of Police

BACKGROUND

The Sierra Vista Police Department (SVPD) has been a member of the Southeastern Arizona DUI Task Force for over 20 years. This task force operates DUI/Impaired driving enforcement deployments throughout the county with most deployments occurring in the greater Sierra Vista area. During these deployments, officers are committed to focus on DUI/Impaired and aggressive driving enforcement and are not subject to handling regular on-duty calls for service. SVPD's ability to participate in these deployments is only possible with off-duty officers volunteering to work overtime on the deployments.

SVPD applied for and was awarded a grant through the Arizona Governor's Office of Highway Safety to enhance DUI/Impaired and aggressive driving enforcement throughout the City of Sierra Vista and surrounding areas by participating in the deployments. The grant funds will reimburse the city for overtime in the amount of \$21,549 and, Employee Related Expenses (ERE) in the amount of \$8,451. The grants funds will also reimburse the city for the purchase of four Portable Breath Testers (PBT) in the amount of \$2,400. The total amount of the award is \$32,400.

BUDGET APPROPRIATION

This is a reimbursable grant, and no additional budget appropriation is required.



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Adam Thrasher
Sierra Vista Police Department
911 N Coronado Drive
Sierra Vista, AZ 85635

PROJECT REFERENCE:

Contract Number: 2022-AL-034

Total Estimated Costs: \$32,400.00

Purpose of Project: DUI/Impaired Driving Enforcement,
and Related Materials and Supplies (PBT's)

Dear Chief Thrasher,

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Charles Potucek, City Manager, of City of Sierra Vista as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Date

9-15-2021

Enclosures
AG

RESOLUTION 2021-069

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 GOVERNOR'S OFFICE OF HIGHWAY SAFETY; 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 the Police Department, has made Application and has been awarded grant funding of \$32,400.00 from the Arizona Governor's Office of Highway Safety, these funds will support Personnel Services (overtime), Employee Related Expenses, and the purchase of four Portable Breath Testers (PBT); and

WHEREAS, the City of Sierra Vista can meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to enhance the DUI/impaired and aggressive driving enforcement 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 Governor's Office of Highway Safety and the City of Sierra Vista for grant funding for the purpose of enhancing DUI/impaired and aggressive driving enforcement 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 14TH DAY OF OCTOBER, 2021.

Frederick W. Mueller
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:

ADAM D. THRASHER
Chief of Police

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37522300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Sierra Vista Police Department	GOHS CONTRACT NUMBER: 2022-AL-034
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ADDRESS 911 N. Coronado Drive Sierra Vista, AZ 85635	PROGRAM AREA: 402-AL
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2. GOVERNMENTAL UNIT City of Sierra Vista	AGENCY CONTACT: Lawrence Boutte
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ADDRESS 1011 N. Coronado Drive Sierra Vista, AZ 85635	3. PROJECT TITLE: DUI/Impaired Driving Enforcement, and Related Materials and Supplies (PBT's)
---	---

4. GUIDELINES: 402-Alcohol (AL)	
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the City of Sierra Vista.

6. BUDGET COST CATEGORY	Project Period FFY 2022
I. Personnel Services	\$21,549.00
II. Employee Related Expenses (39.22%)	\$8,451.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$2,400.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$32,400.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
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CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$32,400.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 63

Total Population in city/town or county: 40,519

Total Road Mileage: Highway: 18 Local: 605 Total: 623

	2019	2018	2017
Total Crashes	511	561	496
Total Injury Crashes	150	145	149
Total Fatal Crashes	5	6	5
Total Impaired-related Crashes	21	21	15
Total Impaired-related Serious Injuries	1	2	1
Total Impaired-related Fatalities	1	1	3
Total Speed-related Crashes	153	199	158
Total Speed-related Serious Injuries	5	4	1
Total Speed-related Fatalities	1	1	0

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Sierra Vista remains a popular tourist destination, and the home base of Fort Huachuca, swelling the base population numbers daily to over 100,000 people. This adds to traffic congestion, violations, and accidents complicated now by the passing of prop 207 legalizing recreational marijuana and COVID 19. The city cannot provide additional overtime expense for officers to work DUI deployments and aggressive driving campaigns or purchase additional equipment due to budgetary concerns.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the City of Sierra Vista.

How Agency Will Solve Problem with Funding:

The funding will enhance the abilities of the Sierra Vista Police Department in conjunction with other partner agencies in effectively enforcing/combating impaired adult and youth driving, youth alcohol violations and aggressive driving complaints. They will also use the funding to deploy additional officers during holidays and special events to deter and remove impaired drivers from their roads.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 20% from 14 during calendar year 2020 to 11 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 100% from 1 in calendar year 2020 to 0 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 100 % from 1 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 2 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. Deploy a multi-agency aggressive driving detail at least once per quarter.
2. Maintain impaired driving arrest as an agency at or above 200.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the City of Sierra Vista.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Sierra Vista Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Sierra Vista Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Sierra Vista Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: PBT's

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Sierra Vista Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Sierra Vista Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Adam Thrasher, Chief of Police, Sierra Vista Police Department, shall serve as Project Director.

Lawrence Boutte, Police Division Commander, Sierra Vista Police Department, shall serve as Project Administrator.

Jodi Special, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review

Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$21,549.00
II.	Employee Related Expenses (ERE-39.22%)	\$8,451.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies PBT's	\$2,400.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$32,400.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Sierra Vista Police Department shall absorb any and all expenditures in excess of \$32,400.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Yolanda VelasquezTitle: Sr. Accountant/Grants AdministratorTelephone Number: 520-439-2169 Fax Number: 520-417-6932E-mail Address: yolanda.velasquez@sierravistaaz.gov**2. Agency's Fiscal Contact:**Name: David J. FelixTitle: Chief Financial OfficerTelephone Number: 520-439-2204 Fax Number: 520-417-6932E-mail Address: david.felix@sierravistaaz.govFederal Identification Number: 866005496**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Sierra Vista

Warrant/Check to be mailed to:

City of Sierra Vista

(Agency)

1011 N. Coronado Drive

(Address)

Sierra Vista, AZ 85635

(City, State, Zip Code)

4. Unique Entity Identifier:072437031

(Unique Entity Identifier)

1011 N. Coronado Drive, Sierra Vista, AZ 85635-6334

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

***Signature of Authorized Official of
Governmental Unit:***

Adam Thrasher, Chief of Police
Sierra Vista Police Department

Charles Potucek, City Manager
City of Sierra Vista

Date Telephone

Date Telephone

October 7, 2021

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek
City Manager

FROM: Nathan J. Williams
Sierra Vista City Attorney

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2021-070, Designation of City Attorney as
individual authorized to sign formal and binding documents
related to the Arizona Opioid Settlement.

RECOMMENDATION

The City Manager recommends approval.

INITIATED BY

Nathan J. Williams, City Attorney

BACKGROUND

During the past few years, the Arizona Attorney General's Office has participated in the negotiation of significant opioid litigations brought by states and political subdivisions against three pharmaceutical distributors (McKesson, Cardinal Health and AmerisourceBergen), and one manufacturer (Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, Inc.).

Last year, the City joined the State of Arizona in the One Arizona Opioid Settlement Memorandum of Understanding, which created a structure for distributing opioid settlement funds fairly and effectively throughout Arizona's communities. The Arizona Attorney General's Office has signaled the State's conditional approval for the settlements and has requested local municipalities to opt-in as well. Doing so would allow the City of Sierra Vista to receive its proportionate share of the Arizona's settlement proceeds.

Approval of this resolution would designate the Sierra Vista City Attorney as the individual authorized to sign formal settlement documents on behalf of the City.

RESOLUTION 2021-070

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY, DESIGNATING NATHAN J. WILLIAMS, CITY ATTORNEY, AS THE PERSON AUTHORIZED TO OPIOID SETTLEMENT DOCUMENTS FOR THE CITY OF SIERRA VISTA; 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 State of Arizona has joined legal actions against three opioid distributors and one opioid manufacturer (the "Opioid Litigations");

WHEREAS, the State of Arizona has conditionally approved the settlement of the Opioid Litigations and has developed a plan to distribute the settlement proceeds throughout Arizona's communities;

WHEREAS, the City of Sierra Vista may receive a portion of the settlement proceeds, but in order to participate in the settlements and the distribution plan, the City must designate an individual who will be authorized to sign formal settlement documents on the City's behalf;

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 pursuing all valid legal claims available to the City of Sierra Vista, be, and hereby is, reaffirmed.

SECTION 2

That Nathan J. Williams, Sierra Vista City Attorney, is authorized to sign formal opioid litigation settlement documents for and on behalf of the City.

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 14TH DAY OF OCTOBER 2021.

FREDERICK W. MUELLER
Mayor

ATTEST:

JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
Nathan J. Williams
Sierra Vista City Attorney