



Sierra Vista City Council
Meeting Agenda
April 28, 2022

Call to Order

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

Roll Call

Invocation – Firefighter Chaplain Jonathan Sturm

Pledge of Allegiance - Girl Scout troops (Brownie 419, Junior 104, and Cadette Senior 1224)

Item 1 Acceptance of the Agenda

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 April 14, 2022

Item 2.2 Discussion and Possible Action of Resolution 2022-020, Pre-Annexation Agreement for 203 Theater Drive Property

New Business

Item 3 Discussion and Possible Action of Resolution 2022-021, Authorizing the City to Accept a Grant Offer from the Arizona State Parks Non-motorized American Rescue Plan Act Grant Program

Item 4 Discussion and Possible Action of Resolution 2022-022, Approval of the Industrial Development Authority of the City of Sierra Vista Economic Development Revenue Bonds Series 2022 (Georgetown Community Development Authority Project), and Declaring an Emergency

Call to the Public

Comments and Requests of the Council

Adjournment



EXTRAORDINARY SKIES.
UNCOMMON GROUND.

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minute summary of the regular meeting of the City Council of Sierra Vista held on the 14TH day of April 2022. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 28TH day of April 2022

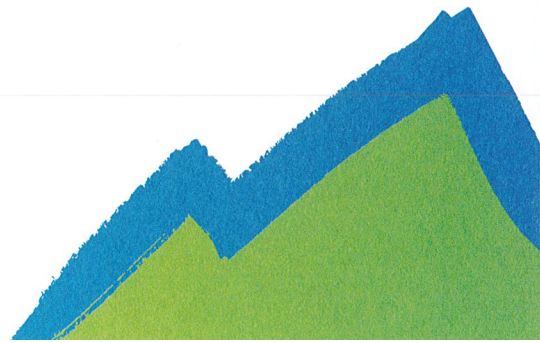
SEAL

A handwritten signature in black ink, appearing to read "Maria G. Marsh", written over a horizontal line.

Maria G. Marsh
Deputy City Clerk

A handwritten signature in black ink, appearing to read "Jill Adams", written over a horizontal line.

Jill Adams
City Clerk



Sierra Vista City Council
Meeting Minutes
April 14, 2022

Mayor Mueller called the April 14, 2022, City Council Regular Meeting to order at 5:00 p.m., City Hall Council Chambers, 1011 N. Coronado Drive, Sierra Vista, Arizona.

Roll Call:

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

Others Present:

Chuck Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Adam Thrasher, Police Chief
Brian Jones, Fire Chief
Gabriel Squires, Public Works Internal Operations Manager
Laura Wilson, Parks, Recreation, and Library Director
Matt McLachlan, Community Development Director
Tony Boone, Economic Development Manager
Dianna Cameron, Management Analyst
Jill Adams, City Clerk

Invocation – Justin McPeak, Thunder Mountain Church, led everyone present in prayer.

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

Item 1 Acceptance of the Agenda

Council Member Landry moved that the agenda for the Regular City Council Meeting of April 14, 2022, be approved. Council Member Johnson seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Johnson, Landry, Rodriguez, and Umphrey voting in favor.

Presentations and Awards

2021 Fire Fighters Awards – Fire Chief Jones presented the 2021 fire fighter awardees: Shawn Mott, Special Achievement, Jennifer Flemming, EMT of the Year, Hannah Savar-Knox, Paramedic of the Year, and Captain Adam Saathoff, Firefighter of the Year.

2022 Water Wise Youth's Poster Contest Awards – Alex Kosmider, Community Outreach Professional for the Water Wise Youth Program, stated that this year's theme is that water choices matter, and proceeded to introduce the following awardees:

- Fourth Grade
- 1st Place and Grand Prize – Alyson Carillo, Pueblo Del Sol, Ms. Taylor
- 2nd Place – Jocelyn Wright, Pueblo Del Sol, Ms. Taylor

- Honorable Mention – Lorelai Faus, Pueblo Del Sol, Ms. Taylor
- Sixth Grade
- 1st Place – Corynn Haws, Huachuca Mountain, Ms. LaPaglia
- 2nd Place – Kyle Flaherty, Huachuca Mountain, Ms. LaPaglia
- Honorable Mention – Marcella Myers, Huachuca Mountain, Ms. LaPaglia

A Proclamation declaring the Month of April as Sexual Assault Awareness Month was presented to Sergeant Jordan Boltinghouse, co-chair for the Domestic Violence Fatality Review Team, and the Cochise County Family Community Coalition.

A Proclamation declaring the Month of April as Fair Housing Month was presented to Matt McLachlan, Community Development Director.

A Proclamation declaring April 12, 2022 as Education and Sharing Day was presented to Rabbi Benzion Shemtov.

City Manager's Report: Mr. Potucek stated that the next regularly scheduled work session is on April 26, 2022, at 3:00 p.m. in the Council Chambers that will include the normal updates in preparation for the council meeting as well as the budget work session, which will occur at that time. The next regular council meeting is scheduled for April 28, 2022, at 5:00 p.m. also in Council Chambers. He reported that the transit system and refuse trucks are getting a couple of upgrades with onboard camera systems along with the cashless fare box ticketing and kiosk system for transit to assist customers there. Those bids were released on April 10, 2022 and are due back on May 11, 2022. The Annual Street Maintenance Project, the Cyr Center parking lot, and the Avenida Escuela and Charleston road improvements have all started and are currently going on; therefore, people should be careful when driving in the area where there is maintenance or street projects being completed. The EMS Substation is proceeding, but there are two outstanding supply issues that the City is waiting for delivery, which includes a backup generator, and the service entrance section as well. Therefore, the project is scheduled to be complete at the end of July. The Garden Avenue Improvements Design from Fry Boulevard to Buffalo Soldier Trail, next phase of improvements on the West Side, has been awarded to J2 Engineering and Environmental Services, and they were given notice to proceed effective May 2, 2022.

New Business

Item 2 Discussion and Possible Action of the Regular City Council Meeting Minutes of March 24, 2022

Council Member Benning moved that the Regular City Council Meeting Minutes of March 24, 2022, be approved. Council Member Rodriguez seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Johnson, Landry, Rodriguez, and Umphrey voting in favor.

Item 3 Discussion and Possible Action of Resolution 2022-017, Authorization to Accept Arizona Department of Homeland Security Grant Funding-Operation Stonegarden Grant Program (Agreement #210426-01)

Council Member Johnson moved that Resolution 2022-017, authorization to accept the Arizona Department of Homeland Security Grant Funding-Operation Stonegarden Grant Program, Agreement #210426-01, be approved. Council Member Benning seconded the motion.

Police Chief Thrasher stated that the resolution before Council is to accept a grant from the Arizona Department Of Homeland Security for Operation Stone Garden. He explained that Operation Stone Garden is focused on supporting state, local, and tribal law enforcement agencies to prevent, protect against, and respond to all threats dealing with border security issues. State and local agencies that participate in Stone Garden enforce state law and coordinate enforcement efforts with federal partners to provide overlapping layers of public safety for the communities they serve. The agreement is to accept a grant in the amount of \$83,913 for overtime and employee related expenses, and \$12,460 for mileage for the vehicles in use. The Police Department does deploy regularly in conjunction with U.S. Border Patrol with Operation Stone Garden and these funds are also being currently used to participate in Operation Safe Streets that is currently operating the evenings.

Council Member Johnson asked if the Public Safety Personnel Retirement System (PSPRS) is also included within the grant. Police Chief Thrasher stated that it is included within the employee related expenses.

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

Item 4 Discussion and Possible Action of Resolution 2022-018, Restating the City's Commitment to Fair Housing in Sierra Vista

Council Member Rodriguez moved that Resolution 2022-018, restating the City's commitment to Fair Housing in Sierra Vista, be approved. Council Member Benning seconded the motion.

Mr. McLachlan stated that this is the City's policy of acceptance that goes into the official record as underscoring the City's commitment to affirmatively furthering fair housing in the community, that the City of Sierra Vista does not condone discrimination in the sale rental or financing dwellings, that all persons that feel that they have been discriminated against are referred to the Southwest Fair Housing Council and other state and federal agencies that may be appropriate, and that the City will publicize this resolution to heighten awareness and distribute fair housing brochures and posters at information kiosks across the City's facilities. This is a requirement for receiving Community Development Block Grant funds that the City receives each April to commemorate fair housing in the City.

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

Item 5 Discussion and Possible Action of Resolution 2022-019, Accepting Warranty Deed for needed public right-of-way along the eastern side of Judd Street – Los Arcos Estates, LLC

Council Member Umphrey moved that Resolution 2022-019, accepting a warranty deed for needed public right-of-way along the eastern side of Judd Street – Los Arcos Estates, LLC, be approved. Mayor Pro Tem Gray seconded the motion.

Mr. McLachlan stated that the City is in the process of preparing a grant request to make accessibility improvements within the transit service areas. One of those locations is along the eastern side of Judd Street between Timothy Lane and Busby Drive where the City would install curb, gutter, and a multiuse path along the east side. He added that when the Sulger Subdivision was originally platted, it included a 1/2 street width on the west side, 25-feet wide.

The additional 27-feet will expand that total public right-of-way width to 52-feet which makes it closer to the City's standard and to provide the adequate room to make the desired improvements. The deed was conveyed to the City at no cost. It was donated and the contribution by Los Arcos, LLC is greatly appreciated.

Mayor Mueller commented that the subdivision was platted in the County and that is the reason why it was so small. The City annexed the subdivision after assisting in its area as well as the County's area with the sewer and the water so that the residents did not have to replace all their septic systems.

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

Call to the Public – There was no response.

Comments and Requests of the Council

Council Member Umphrey congratulated the firefighter and medical service award winners, the waterwise poster contest winners, reported that she attended the Police Department Volunteer Luncheon, and noted that one of the volunteers is Council Member Johnson. There was over 200,000 hours that these volunteers donated, which saved the City money and for which she is extremely appreciative. She added that it was great to see the volunteers getting recognized for their hard work. She announced that the City is putting on a trivia night at the Horned Toad on April 19, 2022, and the theme is the West End. Lastly, she wished everyone who celebrates, a Happy Passover and Happy Easter.

Council Member Landry stated that there are going to be a lot of things going on over the weekend, and encouraged people to check those out on Sunday, April 17, 2022. There is an Easter egg hunt at Veterans Memorial Park starting at 2:00 p.m., a mini hunt for ages one through ten in front of the stage, a big easter hunt for all ages, and the Easter Bunny will be in attendance. She further stated that mental health matters, and sometimes what is seen externally, is not necessarily what is going on internally. She encouraged everybody to reach out to one another and noted that it is not being weak when asking for help.

Council Member Johnson stated that he had the pleasure of attending the Volunteer Luncheon put on by the Police Department. He thanked Police Chief Thrasher, the Command staff, and Lilly Perry, who put it together. He reported that volunteer hours at the local Police Department totaled 8,132 hours in 2021 that resulted in a savings to the City in the amount of \$139,388.76. He further stated that he is proud of the organization, and that it has been a pleasure volunteering for eight years, which he feels is his way of giving back to the community, and helping his friends.

Council Member Benning thanked Justin McPeak for his blessing, reported that Kids World had 78 participants, and talked about Splishy Splashy Storytime for young kids who cannot swim. He also reminded everyone about the West Fest coming up on April 30, 2022 along Fry Boulevard between North Garden Avenue and North Avenue, and the local Chamber of Commerce's Annual Gala scheduled for April 29, 2022, from 5:00 p.m. until 8:00 p.m.

Council Member Rodriguez shared that there was a Salt River Fire Department firefighter death in Mesa, Arizona on April 8, 2022. Brendan Besse was a part of the City of Sierra Vista's Fire Department for a while. The other firefighter Tyler Packer, who was also involved in the incident

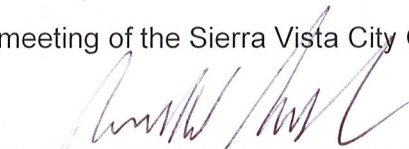
was critically injured, and there is a Go Fund Me Page for him. He thanked the local firefighters that are going out to support them during the weekend as they are doing the watch. He also congratulated them for getting their awards, noted that it was an honor to attend their banquet, and voiced his appreciation to the students participating and being awarded waterwise awards. He also thanked the local firefighters who assisted during the Middle March wildfire on Sunday, April 10, 2022, north of Tombstone, that affected 455 acres. In closing he mentioned that a local company got an award recently from the Small Business Development, which the Chamber of Commerce does a lot of good things with. He also voiced his appreciation at Village Meadows School because he is being able to go on a field trip with them.

Mayor Pro Tem Gray congratulated the firefighter award recipients and voiced her appreciation for their service, thanked Corporal Borgstadt, who took her out in the morning to show her the lay of the land on the homeless population. She stated that they contacted people, and she got to see some areas that had homeless camps that have been cleaned up and moved. She added that she was impressed with the cleanup and noted that the police officers contact the homeless in a humane way and never fail to treat the people that they meet exceptionally well. In closing she reported that she attended the West End Commission Meeting and noted that this group of people are the most enthusiastic commissioners that she has ever seen about the West End, and she left the meeting very excited about the West End and West Fest.

Mayor Mueller mentioned that not only do the police officers work with the homeless, but also the Community Development Department, which is involved with the cleanup of the homeless camps. He thanked the Police Department and the Community Development Department for their work, thanked Rabbi Benzion Shemtov, who reminded everyone of Passover and Easter weekend. He announced that there is a 6:00 a.m. sunrise service on Sunday, April 17, 2022 at Veterans Memorial Park for Easter, and cautioned everyone traveling over the weekend. In closing, he thanked the staff for their work in preparation of the Council Meeting.

Adjournment

Mayor Mueller adjourned the April 14, 2022 meeting of the Sierra Vista City Council at 5:55 p.m.



Mayor Frederick W. Mueller

MINUTES PREPARED BY:



Maria G. Marsh, Deputy Clerk

ATTEST:



Jill Adams, City Clerk

RESOLUTION 2022-020

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE MAYOR TO EXECUTE A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIERRA VISTA AND JOSE ALVAREZ, A PRIVATE HOMEOWNER, CONCERNING PROPERTY LOCATED AT APN # 106-71-194, AND AUTHORIZING DIRECTION TO THE CITY MANAGER, CITY CLERK, CITY ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista and Jose Alvarez, owner of the parcel numbered 106-71-194, have reached a Pre-Annexation Agreement attached as Exhibit "A" to this Resolution and incorporated by reference, for the property whose locations and boundaries are shown on the map attached as Exhibit "A" to the Pre-Annexation Agreement; and

WHEREAS, the execution of this Pre-Annexation Agreement is in the best interest of the City of Sierra Vista.

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

SECTION 1

The Pre-Annexation Agreement between the City of Sierra Vista and Jose Alvarez attached as Exhibit A to this Resolution, is authorized and approved.

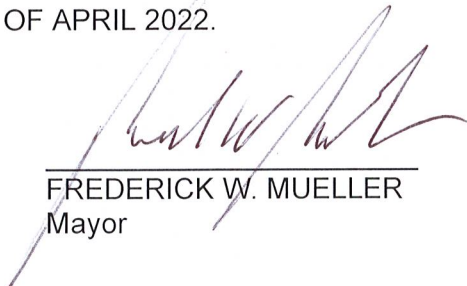
SECTION 2

The Mayor is authorized and directed to execute the Pre-Annexation Agreement for and on behalf of the City of Sierra Vista and the City Clerk is authorized and directed to attest the same.

SECTION 3

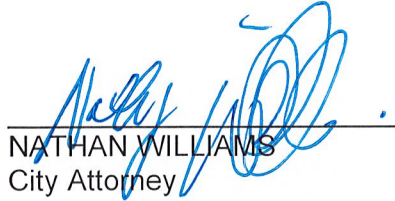
The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 28TH DAY OF APRIL 2022.



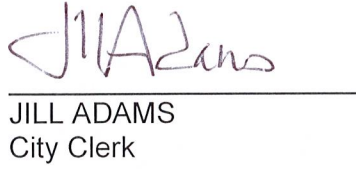
FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:



NATHAN WILLIAMS
City Attorney

ATTEST:



JILL ADAMS
City Clerk

PREPARED BY:
Blake Fisher, Planner I

**PRE-ANNEXATION AGREEMENT BETWEEN
THE CITY OF SIERRA VISTA AND ALVAREZ JOSE L**

This Pre-Annexation Agreement (hereinafter, the “Agreement”) is made and entered into as of (date) April 21st, 2022, by and between the City of Sierra Vista, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter, the “City”) and ALVAREZ JOSE L (hereinafter, the “Owner”).

RECITALS:

A. Owner beneficially owns real property, currently located in an unincorporated area of Cochise County and is contiguous to the exterior boundary of the City:

APN#	SITE ADDRESS	COUNTY ZONING	COMPATIBLE CITY ZONE	LEGAL DESCRIPTION
10671194	203 THEATER DRIVE (UNITS A & B)	MH-72	MHR	SECOND ADDN TO FRY LOT 10 BLK 14

B. All Properties are located in portions of Section 34, Township 21 South, Range 20 East, of the Gila River and Salt River Base and Meridian, and more particularly described in Exhibit A attached hereto and made part hereof (hereinafter, the “Properties”).

C. City and Owner desire that the Properties be annexed into the corporate limits of the City and be developed as an integral part of the City and in accordance with VISTA 2030, the existing comprehensive plan for the City.

D. City and Owner have determined that entering into this Agreement will be in the best interest of the City, the public, and the Owner; will be proper and legal exercise of City power; will promote orderly development of the Properties and the surrounding area; will promote the health, safety and welfare and economy of the community in general; and meets the economic development goals of the City.

E. The City and the Owner are entering into this Agreement pursuant to the provisions of A.R.S. §9-500.05 in order to facilitate the annexation and development of the Properties by providing for, among other things:

1. Establishment of the terms for annexation of the Properties into the City.

AGREEMENT

In consideration of the foregoing premises, the mutual covenants and promises in this Agreement and the intent to legally bind City and Owner, the following is agreed:

1. **Annexation Consent.** Owner hereby consents to annexation of the Properties into the City of Sierra Vista pursuant to A.R.S. § 9-471. This consent to annex the Properties into the City shall operate as a covenant and shall run with the land and bind each of Owner's heirs, executors, administrators, successors and assigns to the Properties.
2. **Durable Special Power of Attorney.** To facilitate annexation of the Properties in a manner convenient to the City, Owner shall execute, simultaneously with the execution of this Agreement, a durable special power of attorney, attached and incorporated herein as Exhibit B, designating the City Clerk with the irrevocable power to sign and execute, on behalf of the Owner, any lawful annexation petition or other annexation document for the purpose of annexing the Properties into the City of Sierra Vista. Any successor(s) to Owner shall execute a similar annexation petition or documents necessary to accomplish the annexation.
3. **Applicable Zoning.** Pursuant to A.R.S. §9-471(L), upon annexation, the City shall adopt a City zoning classification for the Properties that permits densities and uses no greater than those permitted by the existing Cochise County zoning (the "Original City Zoning").
4. **City Wastewater Services.** The City agrees to provide wastewater services to Owner, should Owner so choose in the future, in the event that all required improvements are made as part of the sewer connection permitting process, as detailed by the City engineering department. If Owner, in his sole discretion, decides to connect to City sewer in the future, Owner shall bear all costs associated with said connection.
5. **Emergency Home Repair Program.** By signing this Agreement, the Owner shall be granted the right to apply for the City of Sierra Vista's Emergency Home Repair Program. Eligibility for grant award consideration shall be determined by requirements as listed within the most current published application.
6. **Private Properties Rights Development Act.** By signing this Agreement, Owner agrees to waive claims for diminution in value under the Private Properties Rights Development Act in connection with annexation of the Properties as well as for any claim for diminution in value as a result of any subsequent rezoning of the Properties by the City.
7. **Entire Agreement.** This agreement sets forth the entire understanding between the parties concerning the subject matter of this agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this agreement other than those set forth herein. No modification or amendment of this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
8. **Negotiated Effort.** The parties agree that this Agreement represents the negotiated joint efforts of the parties. In the event a court of competent jurisdiction finds ambiguity, this Agreement shall not be construed against either party in favor of a non-drafting party.

9. **Authority.** All persons executing this document for City and Owner have all necessary and legal authority to enter into this Agreement for their respective corporations and the individual(s) executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf such individual is signing.
10. **Covenants Running with the Land.** This Agreement is made as part of a common scheme or plan for the development of the properties and a "Development Agreement" as defined in A.R.S. §9-500.05 and all rights and obligations hereunder subject to the provisions of Paragraph 3 contained herein shall be considered to run with the land and benefit and burden all owners of all or any portion of the Properties, including owners who acquire title to any portion of the Properties subsequent to the execution and recording of this Agreement. Nothing in this Agreement shall be construed as creating a partnership between Owner and the City.
11. **Governing Venue.** The laws of the State of Arizona shall govern this agreement and, in the event of a dispute, venue shall be in Cochise County, Arizona.
12. **Attorneys' Fees.** Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees will be paid to the prevailing party.
13. **Mediation.** If a dispute arises out of or relates to the Agreement or this Amendment, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Cochise County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.
14. **Notices.** Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the United States Mail.

City Clerk
 City of Sierra Vista
 1011 N. Coronado Drive
 Sierra Vista, AZ 85635

Owner: ALVAREZ JOSE L
PO BOX 11128
FORT HUACHUCA, AZ 85670

15. **Non-Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable all other provisions hereof.
16. **Amendments, Modifications and Waivers.** This Agreement may not be amended, none of its terms may be modified and none of the provisions or any of its terms may be waived without the written consent of the parties hereto.

17. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.
18. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Section of this Agreement.
19. **Additional Documents and Acts.** The parties hereto shall execute, acknowledge, if applicable, and deliver such additional documents and do such other acts as may be reasonably required to fully implement the intent of this Agreement.
20. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
21. **Term.** The term of this Agreement shall commence on the date of execution by both parties hereto.

PROPERTY OWNER NAME:

By: Jose Alvarez
Signature

JOSE ALVAREZ
Print Name

Title

CITY OF SIERRA VISTA:
By: [Signature]

Frederick W. Mueller, Mayor

STATE OF ARIZONA)
County of Cochise) ss

This instrument was acknowledged before me
this 28th day of May, 2022, by

[Signature]
Notary Public

My commission expires:
02-18-23



APPROVAL AS TO FORM:

By: [Signature]
NATHAN WILLIAMS, City Attorney

ATTEST:

By: _____
JILL ADAMS, City Clerk

STATE OF ARIZONA)
County of Cochise) ss.

This instrument was acknowledged before me
this 21 day of April, 2022 by Jose Alvarez

[Signature]
Notary Public
My commission expires:
9.11.2025



Exhibit A (map)



EXHIBIT B

DURABLE SPECIAL POWER OF ATTORNEY

ALVAREZ JOSE L is the owner of the following real property:

APN#	SITE ADDRESS	COUNTY ZONING	COMPATIBLE CITY ZONE	LEGAL DESCRIPTION
10671194	203 THEATER DRIVE (UNITS A & B)	MH-72	MHR	SECOND ADDN TO FRY LOT 10 BLK 14

I hereby appoint the CITY CLERK of the City of Sierra Vista, Arizona as its true and lawful Attorney for it and in its name, place, and stead, with full authority and full powers of substitution, to do and execute any or all of the following acts, deeds and things, relating to or in any way connected with the following described matter **AND NO OTHER**:

To execute all **ANNEXATION** documents, including, but not limited to, petitions, waivers, notices, grant all approvals or consents, and to do every act or perform everything necessary to authorize and achieve the **ANNEXATION** of the above described properties into the boundaries and limits of the City of Sierra Vista, County of Cochise, State of Arizona. It is the express intention and desire that said properties be annexed to the City of Sierra Vista.

[SPACE INTENTIONALLY LEFT BLANK]

I further certify that I have all necessary and legal authority to enter into this Durable Special Power of Attorney.
THIS SPECIAL POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY DISABILITY.

IN WITNESS WHEREOF, I have hereunto set my hand, this 21 day of April 2022

By: Jose Alvarez
Print Name: JOSE ALVAREZ

STATE OF ARIZONA)
)ss
COUNTY OF COCHISE)

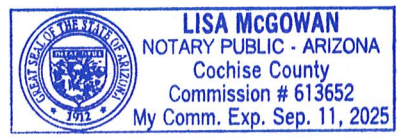
On this 21 April, 2022, before me, Lisa McGowan, a Notary Public in and for the County of Cochise, State of AZ, on this day personally appeared Jose Alvarez to be the person whose name is subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Lisa McGowan

NOTARY PUBLIC

My Commission Expires: 9.11.2025



RESOLUTION 2022-021

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE CITY TO ACCEPT A GRANT OFFER FROM THE ARIZONA STATE PARKS NON-MOTORIZED AMERICAN RESCUE PLAN ACT GRANT PROGRAM; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista desires to improve trails and related improvements at Eddie Cyr Park.; and

WHEREAS, the Congress of the United States has authorized the Recreational Trails Program (RTP) as a federal-aid assistance program to help states provide and maintain recreational trails for motorized and non-motorized recreational use, and the State of Arizona has established the Off-Highway Vehicle (OHV) Recreation Fund to fund a variety of off-highway vehicle recreation projects, and these funds are available to eligible project sponsors for acquiring lands and developing facilities for public off-highway vehicle purposes; and

WHEREAS, On March 28th, 2022, City staff applied to the Arizona State Parks Non-Motorized Grant Program; and

WHEREAS, Arizona State Parks (Parks) is responsible for the administration of the Statewide OHV and RTP Programs within the State, setting up necessary rules and procedures governing application by eligible project sponsors under the program; and

WHEREAS, said adopted procedures established by State Parks require the project sponsor to certify by resolution the approval of applications, signature authorization, the availability of local matching funds (if applicable), and authorization to sign a Project Agreement with the Parks.

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 Federal funding assistance, be, and hereby is, reaffirmed.

SECTION 2

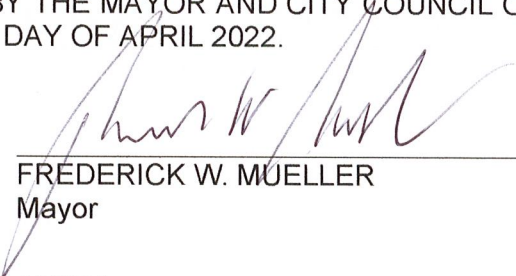
That the City of Sierra Vista:

1. Approves the acceptance of non-motorized grant assistance, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs for non-motorized trails facility development; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by Parks as a part of the application process; and
4. Certifies that the City will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and
5. Certifies that the City has matching funds; and
6. Appoints the City's Chief Procurement Officer as the agent of the City of Sierra Vista to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

SECTION 3

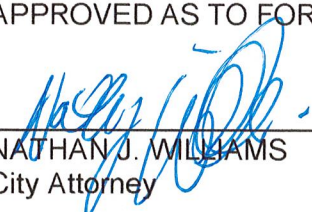
That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all further steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 28TH DAY OF APRIL 2022.



FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:



NATHAN J. WILLIAMS
City Attorney

ATTEST:

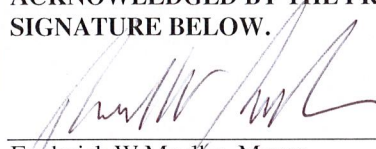
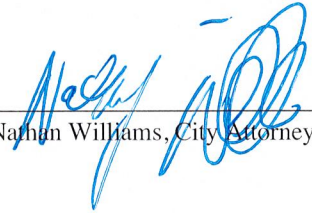


JILL ADAMS
City Clerk

PREPARED BY:
Bryce Kirkpatrick, EIT, Civil Engineer

Arizona State Parks
 1110 W Washington St, Phoenix, AZ 85007
PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and The City of Sierra Vista (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: Shared Use Path Kayetan Drive			PROJECT NUMBER: ASPT #: 672205		
THIRD PARTY PARTICIPANT'S NAME:			FY OF REVENUE: 2022		
PROJECT PERIOD: All expenses and match to be submitted prior to <u>6/30/2024</u>					
GRANT PROGRAM: American Rescue Plan Act (ARPA)	GRANT AMOUNT: \$100,000.00	%	PARTICIPANT MATCH: \$3,250.00	%	TOTAL PROJECT COST: \$103,250.00
GRANT AMOUNT:	97%		3%		
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A & B					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: ARS § 41-101.01 RESOLUTION: N/A					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: _____ Signature Date Kevin Brock Assistant Director					
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional)		
 _____ Frederick W Mueller, Mayor Date			 _____ Nathan Williams, City Attorney Date		
			2 May 2022		

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this agreement.

**Arizona State Parks
PROJECT SPONSOR AGREEMENT**

**Attachment A
Approved Project Scope and Special Conditions**

PROJECT SPONSOR: City of Sierra Vista

PROJECT TITLE: Shared Use Path Kayetan Drive

PROJECT NUMBER: 672205

PROJECT DESCRIPTION: The scope of this project is to construct a ~1100 ft ADA compliant shared use path (SUP) that includes 2 concrete scuppers, path signage, and 2 ADA ramps connecting a proposed (and currently funded) parking lot to a nearby existing SUP at Cyr Park. This SUP will also aid in connectivity efforts of other existing paths within the area.

APPROVED PROJECT SCOPE:

Provide and Install Trail Signs.....	\$1,000.00
Construct New Trails.....	\$102,250.00
Total	\$103,250.00

DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH

City of Sierra Vista will provide up to \$3,250.00 in volunteer, cash and/or staff match.

SPECIAL CONDITIONS:

The administration of this grant agreement is additionally subject to the contents of the “Administrative Guidelines for Awarded Grants” found at:

https://azstateparks.com/gallery/0004/0044/B6D9743DB7544D848A0648AD50F5D03D/Admin%20Guidelines%201_31_2022.pdf

Project applications are submitted as “shovel-ready” and project activities must begin immediately upon final execution of the project sponsor agreement.

Detailed status quarterly reporting in ASPT’s on-line system is required. Failure to provide these reports when requested will result in points being deducted in future funding requests and project funds being withdrawn. Failure to provide status reports when required may result in funds being withdrawn. (End of September, December, March and June)

See the General Provisions – Attachment B

OTHER CONDITIONS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for

the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Allocated project funds can only be expended on the designated scope items.

Arizona State Parks and Trails
GRANT PROJECT SPONSOR AGREEMENT
Attachment B
General Conditions Applicable to Project Grants

This Agreement applies to grants for motorized projects awarded pursuant to the Off-Highway Vehicle Program, the Recreational Trails Program, Heritage Fund Program and State Lake Improvement Fund Program..

PART I – DEFINITIONS

For purposes of this Agreement:

- A. “Agreement” means the Grant Project Sponsor Agreement and its attachments.
- B. “AORCC” is the Arizona Outdoor Recreation Coordinating Committee. Together, AORCC and the Board are “the Parties.”
- C. “BOARD” means the Arizona State Parks BOARD. Together, AORCC and the Board are “the Parties.”
- D. “Conversion” means the replacement of grant-funded facilities with new facilities that are of reasonably equivalent usefulness and location as the original.
- E. “Eligible Costs” mean direct costs attributed to the project grant program, such as: 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; and 5) direct services furnished specifically for the grant program by other agencies. These costs are identified by the PROJECT SPONSOR in the Estimated Project Cost Sheet that is submitted with the Certified Application Form and application packet. The costs are then approved by the BOARD or by an amendment to this Project Agreement. Generally, eligible costs are identified in the applicable grant manual.
- F. “Facilities” mean capital improvements.
- G. “Fund” means the Federal Recreational Trails Program.
- H. “Guidelines” mean the Administrative Guidelines for Awarded Grants and any other applicable program directives adopted by the BOARD.
- I. “Ineligible Costs” are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the project.
- J. “Match” includes cash, in-kind contributions, or donations, including volunteer time or materials contributed to the project with no intention of reimbursement.
- K. “Obsolescence” means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PROJECT SPONSOR receives a waiver of the replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PROJECT SPONSOR may request a waiver of repayment or replacement requirements in writing. A determination of obsolescence may be made at the sole discretion of the BOARD.
- L. “PROJECT SPONSOR” means an eligible applicant that has been awarded a grant to develop a project or coordinate an education program.
- M. “Project” means the sum of the activities identified with specific costs in the grant application packet that are eligible under the referenced grant application manual and have been approved by the BOARD.
- N. “Project Period” means the period of time during which all approved work and related expenditures associated with development of the project are to be completed by the PROJECT SPONSOR.
- O. “Repayment” means returning grant money to the Fund in the event the PROJECT SPONSOR expends advanced funds for ineligible costs or fails to expend the advanced funds for eligible project costs during the term of this grant.
- P. “Sub-contract” means an Agreement/contract between the PROJECT SPONSOR and another individual

or entity whereby labor, work, services, or other responsibilities are supplied or performed in furtherance of the PROJECT SPONSOR'S responsibilities under this Agreement

- Q. "Term of Public Use" means the time required for public use. The Term of Public Use of the grant-assisted facilities must be at least:
1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
 2. Facilities (real property): 25 years
 3. Land: 99 years unless obsolescence applies. The Term of Public Use will begin on the date of completion identified in the Completion Certification Letter.

PART II – PERFORMANCE

A. ADMINISTRATION

1. Conditions - This Agreement is subject to the availability of grant funds and appropriate approvals, and is subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, the Arizona Administrative Code, other acts of the Arizona Legislature, executive orders of the Governor, and the decisions and policies of the BOARD.
2. Incorporation of Application, Grant Manual, and Administrative Guidelines - The following documents are incorporated by reference into this agreement: The PROJECT SPONSOR'S grant application packet; the applicable grant manual; and the most recent revision of the Administrative Guidelines for Awarded Grants. In the event of a conflict or ambiguity, the terms of this Agreement and Attachments A and B to this Agreement must take precedence.
3. Use of Grant Funds - Awarded grant funds must be used solely for eligible purposes of the funding program, as defined by statute and as approved by the BOARD.
4. Transfer of Grant Funds - Awarded grant funds will be transferred to the PROJECT SPONSOR according to the terms of this Agreement. Staff will not process reimbursements requests for less than \$1,000 unless it is the final request.
5. Grant Retention - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PROJECT SPONSOR in writing that the project is officially closed and completed.
6. Grant Accountability - Grant funds must be managed separately within the PROJECT SPONSOR'S accounting system that identifies the name and number of this project. The funds must only be expended as authorized under the terms of this Agreement.
7. Accomplishment of Project - The project must be accomplished according to the terms of this Agreement and applicable State laws.
8. Amendments - This Agreement may be amended in writing by the Parties of the Agreement upon written request of the PROJECT SPONSOR, good cause shown, and approval by the BOARD. Eligible amendments include adjustments to the project period, funding amount, or minor changes to the scope items.
9. Use of Project - Project accomplishments must be open or available to the public as specified in the Term of Public Use. If the grant funded capital improvements are not maintained and kept open for public use for the term specified in the Term of Public Use, the PROJECT SPONSOR must refund to the BOARD the awarded grant amount within six (6) months of the date the improvements are no longer maintained or kept open for public use, unless the BOARD agrees that obsolescence or conversion is appropriate.
10. Special Conditions - Special conditions to this agreement are binding upon and inure to the benefit of the successors and assigns of each of the Parties to this agreement. Breach of any condition will be enforceable by any remedies available under applicable Federal or State law.
11. Conversion - No land or facilities acquired or developed with State assistance will, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD will approve such conversion only if it finds the replacement property to be in accord with the current grant statute. Conversions will require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location, and concurrence of the landowner. The replacement property will then become subject to this agreement. In lieu of conversion, the PROJECT SPONSOR may apply for a declaration of obsolescence. In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised

may be approved. The PROJECT SPONSOR must notify the BOARD of the conversion as soon as possible and seek approval of replacement property in accord with the conditions set forth in this agreement. The PROJECT SPONSOR must accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD; and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period will be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design and engineering costs must not exceed 10% of the approved grant award.

C. ACQUISITION

Values of property purchased with grant assistance must be appraised by an appraiser with active State certifications according to the Uniform Standards of Professional Appraisal Practice. This appraisal must be prepared within one year prior to the acquisition. Grant participation must be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

D. CARE AND DISPOSITION OF EQUIPMENT

Equipment purchased with grant funds to develop a project may remain in the possession of the PROJECT SPONSOR for as long as the equipment is being used for eligible project work, at the sole discretion of State Parks. State Parks reserves the right to claim equipment purchased under this Agreement when it is no longer being used for the purpose for which it was purchased.

E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish the project must incorporate by reference, in each sub-contract, the provisions of this Agreement. The PROJECT SPONSOR bears full responsibility for acceptable performance under each sub-contract.
2. The PROJECT SPONSOR must pay when due any claim of a sub-contractor, employee, independent contractor, or any other employed individual performing the approved work for services pursuant to this Agreement.
3. Any sub-contract for employment by the PROJECT SPONSOR must be in writing and contain a provision whereby a person so employed or with whom a sub-contract has been entered acknowledges that the State of Arizona and the BOARD are not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PROJECT SPONSOR must submit a project status report not less than quarterly. The status report will include, at a minimum, the following: (a) progress toward completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PROJECT SPONSOR must consult with the BOARD, as needed, to review progress. The BOARD reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use in order to assure compliance with the terms of this agreement.
2. The PROJECT SPONSOR must certify compliance with the Project Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections will be conducted periodically at the discretion of the BOARD. The following will be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use; appearance, and maintenance.
3. The PROJECT SPONSOR must provide the Board with written consent of the landowner to conduct on-site inspections; failure to do so is a failure to keep or maintain the property for public use.

G. EARNED INTEREST ON ADVANCED FUNDS

Interest generated from funds advanced to the PROJECT SPONSOR during the project period must be used to further the purposes of the specified project. Funds advanced, but not spent to complete the project, must be returned to the BOARD at the completion of the project.

H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

With written permission from the BOARD or Arizona State Parks, the PROJECT SPONSOR may use products or publishable matter produced with grant assistance the BOARD will have nonexclusive license to use and reproduce, without payment, such materials. The PROJECT SPONSOR must receive written permission from State Parks prior to utilizing publishable material for commercial or public purposes. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

I. FUND SOURCE RECOGNITION

The PROJECT SPONSOR must permanently and publicly acknowledge the grant program(s) that assisted project accomplishments (including, but not limited to: final documents; audio-visual recordings; photographs; plans; drawings; publications; advertisements; and project plaques). At a minimum, this acknowledgment must include the following: "This program was financed in part (or in full) by a grant from the Federal Recreational Trails Program administered by the Arizona State Parks."

J. PROJECT COST VERIFICATION

The PROJECT SPONSOR must submit project expenditure documents to the BOARD or State Parks for verification or audit purposes, upon request.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PROJECT SPONSOR may transfer responsibilities under the terms of this agreement to another eligible participant, provided that approval has been granted by the BOARD in writing prior to the transfer.

PART III – COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PROJECT SPONSOR hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona.

C. APPLICABLE LAW

In accordance with A.R.S. § 51-2501, et seq, and A.A.C. R2-7-101, et seq. Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona State Procurement Code.

D. NON-DISCRIMINATION

In accordance with A.R.S. § 41-1461, et seq, Agreement shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. PROJECT SPONSOR shall comply with all applicable provisions of the Americans with Disabilities Act of 1992, A.R.S. § 41-1492, et. seq, and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. § 225 and 611), and applicable state rules and federal regulations under the Acts.

E. E-VERIFY

In accordance with A.R.S. § 41-4401, PROJECT SPONSOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC section

A.R.S. § 23-214, Subsection A.

F. AUDIT AND RECORDS RETENTION

In accordance with A.R.S. § 35-214, the PROJECT SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the PROJECT SPONSOR shall produce the original of any or all such records.

G. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, state may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

H. REMEDIES

1. The BOARD may temporarily suspend grant assistance obligated to the PROJECT SPONSOR pending required corrective action by the PROJECT SPONSOR or pending a decision to terminate the grant by the BOARD.
2. The PROJECT SPONSOR may unilaterally terminate this Agreement at any time before the first payment is made. After the initial payment, this Agreement may be terminated, modified, or amended by the PROJECT SPONSOR only by written mutual agreement of the Parties.
3. The BOARD may terminate this Agreement in whole or in part at any time before the date of completion if it determines that the PROJECT SPONSOR has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PROJECT SPONSOR in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PROJECT SPONSOR must be returned to the BOARD if this Agreement is terminated for cause.
4. The BOARD or PROJECT SPONSOR may terminate this Agreement in whole or in part at any time before the date of completion when both Parties agree that the continuation of the development project would not produce beneficial results commensurate with the further expenditure of funds. The two Parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PROJECT SPONSOR must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PROJECT SPONSOR for the grant share of properly incurred obligations that cannot otherwise be cancelled before the effective termination date.
5. The BOARD may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the PROJECT SPONSOR fails to comply with the terms of the grant or breaches any condition or special condition of this Agreement.
6. The BOARD may request and the PROJECT SPONSOR must deliver repayment of funds advanced under this agreement in conjunction with the remedies in this section.
7. The remedies expressed in this Agreement do not limit the rights of the BOARD. This Agreement does not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

I. CULTURAL RESOURCES

The PROJECT SPONSOR must meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.

K. DISCLOSURE REQUIREMENTS

PROJECT SPONSOR must comply with the terms of A.R.S. § 35-181.03 or its successor statute(s) regarding audited financial statements provided to the BOARD.

L. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as

"Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitor are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Arizona State Parks Board (ASPB) is selfinsured per A.R.S. 41-621.

In addition, should PROJECT SPONSOR utilize a contractor(s) and subcontractor(s) the indemnification clause between PROJECT SPONSOR and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, sub-contractor shall defend, indemnify, and hold harmless the PROJECT SPONSOR and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

M. INSURANCE REQUIREMENTS

PROJECT SPONSOR and sub-contractors must procure and maintain occurrence-based insurance policies that cover claims for injury or death to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the PROJECT SPONSOR from liabilities that might arise out of the performance of the work under this Agreement by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors, and PROJECT SPONSOR is free to purchase additional insurance.

Minimum Scope and Limits of Insurance:

PROJECT SPONSOR shall provide coverage with limits of liability not less than those stated below.

I. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 100,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its

departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR.

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR, involving automobiles owned, leased, hired or borrowed by the PROJECT SPONSOR."
- b. Policy must contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy must contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.
- b. This requirement does not apply to: Separately, EACH PROJECT SPONSOR or sub-contractor exempt under A.R.S. 23-901, and when such PROJECT SPONSOR or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the PROJECT SPONSOR, even if those limits of liability are in excess of those required by this Agreement.
2. The PROJECT SPONSOR'S insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the PROJECT SPONSOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, PROJECT SPONSOR'S insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, PROJECT SPONSOR must provide notice to the State of Arizona if they receive notice of a

policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

PROJECT SPONSOR'S insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the PROJECT SPONSOR from potential insurer insolvency.

Verification of Coverage:

PROJECT SPONSOR shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that PROJECT SPONSOR has the insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Agreement shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

Subcontractors:

PROJECT SPONSOR's certificate(s) shall include all subcontractors as insureds under its policies or PROJECT SPONSOR shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Agreement, proof from the PROJECT SPONSOR that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Agreement, as deemed necessary. Such action will not require a formal Agreement amendment, but may be made by administrative action.

Exceptions:

In the event the PROJECT SPONSOR or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the PROJECT SPONSOR or subcontract(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



DATE: _____ APPROVED BY: _____

PROJECT NO.: _____

SHEET NO.: _____

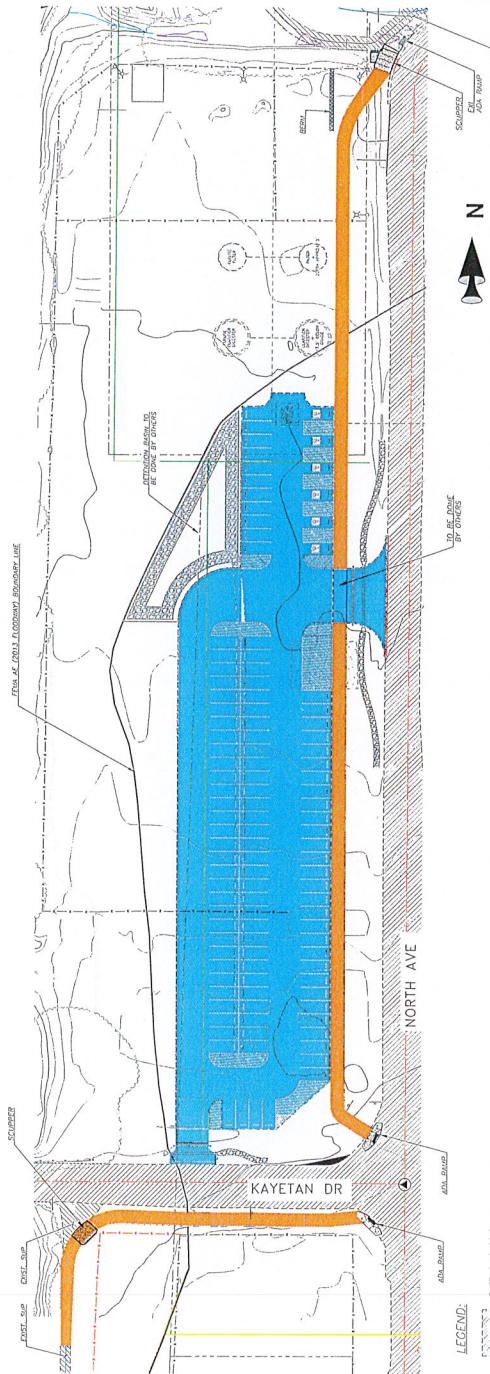
SCALE: _____

DATE: _____

PROJECT: _____

DESIGNER: _____

CHECKED BY: _____



LEGEND:

- [Symbol] EXISTING AC-ROAD
- [Symbol] EXISTING AC-SHARED USE PATH
- [Symbol] EXISTING TURF
- [Symbol] AC-PARKING LOT TO BE DONE BY OTHERS
- [Symbol] NEW SHARED-USE PATH
- [Symbol] NEW CONCRETE
- ⊕ OTHER STRUCTURES FOUND AS NOTED
- [Symbol] EXISTING LIGHT POLE
- [Symbol] EXISTING SIGN
- [Symbol] EXISTING CHAIN LINK FENCE
- [Symbol] CONVEYANCE

NO.	DESCRIPTION	DATE	APPROVED BY
1	PREPARED FOR PERMITTING	11/21/18	[Signature]
2	REVISED FOR PERMITTING	11/21/18	[Signature]
3	REVISED FOR PERMITTING	11/21/18	[Signature]
4	REVISED FOR PERMITTING	11/21/18	[Signature]
5	REVISED FOR PERMITTING	11/21/18	[Signature]
6	REVISED FOR PERMITTING	11/21/18	[Signature]
7	REVISED FOR PERMITTING	11/21/18	[Signature]
8	REVISED FOR PERMITTING	11/21/18	[Signature]
9	REVISED FOR PERMITTING	11/21/18	[Signature]
10	REVISED FOR PERMITTING	11/21/18	[Signature]



NO.	DESCRIPTION	DATE	APPROVED BY
1	PROPOSED LAYOUT	11/21/18	[Signature]
2	PROPOSED LAYOUT	11/21/18	[Signature]
3	PROPOSED LAYOUT	11/21/18	[Signature]
4	PROPOSED LAYOUT	11/21/18	[Signature]
5	PROPOSED LAYOUT	11/21/18	[Signature]
6	PROPOSED LAYOUT	11/21/18	[Signature]
7	PROPOSED LAYOUT	11/21/18	[Signature]
8	PROPOSED LAYOUT	11/21/18	[Signature]
9	PROPOSED LAYOUT	11/21/18	[Signature]
10	PROPOSED LAYOUT	11/21/18	[Signature]

RESOLUTION 2022-022

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 TAX-EXEMPT AND/OR TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS SERIES 2022 (GEORGETOWN COMMUNITY DEVELOPMENT AUTHORITY PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000; 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 Convertible Capital Appreciation Revenue Bonds, Tax Exempt Series 2022A (Georgetown Community Development Authority Project) and its Economic Development Revenue Bonds, Taxable Series 2022B (Georgetown Community Development Authority Project), in one or more series or subseries (collectively, the “*Series 2022 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 or refinancing the cost of the acquisition and improvement of certain community facilities to include affordable workspace for artists and artisans and related infrastructure for future affordable housing developments located on two parcels totaling approximately 0.39 acres at 5216 4th Ave S and 411 S Bennett Street, Seattle, Washington 98108 (the “*Series 2022 Facilities*”), and adjacent to the Series 2021 Facilities (defined below), (b) funding a debt service reserve fund and working capital, and (c) paying certain costs of issuance in connection with the issuance of the Series 2022 Bonds (collectively constituting a “project” as defined in the Act); and

WHEREAS, the Authority has previously issued its Economic Development Convertible Capital Appreciation Revenue Bonds, Tax Exempt Series 2021A (Georgetown Community Development Authority Project) and its Economic Development Revenue Bonds, Taxable Series 2021B (Georgetown Community Development Authority Project) (the “*Series 2021 Bonds*”), the proceeds of which were loaned to the Borrower to (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, 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 “*Series 2021 Facilities*”), (b) fund required reserves, including, but not limited to, a debt service reserve fund, working capital and a capitalized interest account for the Series 2021 Bonds, and (c) pay certain costs of issuance in connection with the issuance of the Series 2021 Bonds; and

WHEREAS, on April 20, 2022, the Authority resolved to issue the Series 2022 Bonds in one or more series or subseries and in an aggregate amount not to exceed \$5,000,000 (the “*Authority’s*”

Resolution”), such issuance being conditioned upon, among other things, the granting of approval to the issuance of the Series 2022 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 Series 2022 Bonds and the execution and delivery of (a) the Second Supplemental Indenture of Trust (the “Second Supplemental Indenture”) supplementing an Indenture of Trust dated as of October 1, 2021, and as previously supplemented by a First Supplemental Indenture dated as of December 1, 2021 (collectively, the “*Indenture*”) between the Authority and UMB Bank, N.A., (b) the Loan Agreement Supplement No. 1 (the “*Loan Agreement Supplement*”), supplementing a Loan Agreement dated as of October 1, 2021 (collectively, the “*Loan Agreement*”) between the Authority and the Borrower, (c) the Bond Purchase Agreement regarding the Series 2022 Bonds (the “*Bond Purchase Agreement*”), among the Authority, the Borrower and Piper Sandler & Co., as underwriter, (d) the Preliminary Limited Offering Memorandum, which together with certain changes thereto will become the final Limited Offering Memorandum relating to the Series 2022 Bonds (the “*Limited Offering Memorandum*”), and (e) such other documents as required for the issuance of the Series 2022 Bonds; and

WHEREAS, the terms, maturities, provisions for redemption, security and sources of payment for the Series 2022 Bonds are set forth in the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Limited Offering Memorandum, and the form of Series 2022 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 Series 2022 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 Series 2022 Bonds; and

WHEREAS, the Mayor and City Council of the City of Sierra Vista has had presented to it information regarding the Series 2022 Bonds and is further informed and advised with regard to the Series 2022 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 35-721.B of the Act, the Mayor and City Council of the City of Sierra Vista, as the governing body of the Authority, hereby approves the Series 2022 Bonds and the proceedings under which the Series 2022 Bonds are to be

issued by the Authority, including specifically the Authority's Resolution, the Second Supplemental Indenture, the Loan Agreement Supplement, 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 Series 2022 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 28th day of April, 2022.



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