

# AGENDA

# 4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 11, 2018

## NOTES:

- Public Forum:  
Comments are generally limited to **3 minutes**.
- Consent Items:  
Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

[www.SedonaAZ.gov](http://www.SedonaAZ.gov)

## GUIDELINES FOR PUBLIC COMMENT

### PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.

### PROCEDURES:








- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

## 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE/ROLL CALL

## 2. CITY'S VISION/MOMENT OF ART

## 3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT = 

- a. Minutes - August 14, 2018 City Council Special Meeting. 
- b. Minutes - August 14, 2018 City Council Regular Meeting. 
- c. Minutes - August 15, 2018 City Council Special Meeting. 
- d. Approval of Proclamation, Suicide Prevention Month, September 2018. 
- e. Approval of Proclamation, National Constitution Week, September 17-23, 2018. 
- f. AB 2419 Approval of a letter to Arizona's US senators in support of the future designation of Route 66 as a National Historic Trail. 
- g. AB 2315 Ratification of the action approved under item 8a of the July 24, 2018 regular City Council meeting titled "Discussion/possible direction regarding the Wastewater Master Plan Update and possible funding and policy changes for collection system expansions." and clarification of the parcels included in that action. 

## 4. APPOINTMENTS - None.

## 5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER





## 6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

## 7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- a. Presentation of Proclamation, Suicide Prevention Month, September 2018.
- b. Presentation of Proclamation, National Constitution Week, September 17-23, 2018.
- c. Presentation of the following awards: Life Saving Award for Officer Steven Willadsen and Chief Commendations for Sergeant Casey Pelletier, Officer Kevin McCullar, and two Sedona citizens, Trevor Knight and Philip Butler.

## 8. REGULAR BUSINESS

- a. AB 2420 **Presentation/discussion** from Coconino Community College regarding an update on the College, information about Proposition 417 on the November 6, 2018 ballot, and the opportunities it would give the College. 
- b. AB 2415 **Discussion/possible action** on the adoption of a resolution approving a Public Safety Personnel Retirement System Pension Funding Policy. 
- c. AB 2422 **Discussion/possible action** regarding the approval of a professional services contract with Verizon Traffic Data Services for ongoing origin-destination and travel time data, in the approximate amount of \$50,000. 
- d. AB 2418 **Discussion/possible action** regarding a resolution approving the canvass of the City's Primary Election held on August 28, 2018. 

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

## Page 2, City Council Meeting Agenda Continued

- e. Reports/discussion on Council assignments.
- f. Discussion/possible action on future meeting/agenda items.

### 9. EXECUTIVE SESSION

If an Executive Session is necessary, it will be held in the Vultee Conference Room at 106 Roadrunner Drive. Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

### 10. ADJOURNMENT

Posted: \_\_\_\_\_

By: \_\_\_\_\_

Susan L. Irvine, CMC  
City Clerk

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with material relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at [www.SedonaAZ.gov](http://www.SedonaAZ.gov). The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS  
102 ROADRUNNER DRIVE, SEDONA, AZ

**Action Minutes**  
**Special City Council Meeting - Executive Session**  
**Vultee Conference Room, Sedona City Hall,**  
**106 Roadrunner Drive, Sedona, Arizona**  
**Tuesday, August 14, 2018, 3:30 p.m.**

**1. Call to Order**

Mayor Moriarty called the meeting to order at 3:30 p.m.

**2. Roll Call**

**Council Present:** Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Jon Thompson, Councilor Jessica Williamson. Councilor Tom Lamkin was absent and excused.

**Staff in attendance:** City Manager Justin Clifton, City Clerk Susan Irvine

**3. Executive Session**

**Motion: Councilor Thompson moved to enter into Executive Session at 3:31 p.m. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Martinez, Currivan, Jablow, Thompson, and Williamson) and zero (0) opposed.**

**Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:**

- a. **Discussion and consultation regarding personnel matters, specifically to discuss City Manager Justin Clifton's annual evaluation. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).**
- b. **Discussion and consideration regarding personnel matters, specifically a salary review regarding Magistrate Judge Michael Goimarac. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(1).**
- c. **Return to open session. Discussion/possible action on executive session items.**

**Break at 4:18 p.m. Reconvened into Executive Session at 6:35 p.m.**

**Motion: Councilor Currivan moved to provide the City Manager with a 3% contribution to a retirement or education savings fund effective July 1, 2018. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Martinez, Currivan, Jablow, Thompson, and Williamson) and zero (0) opposed.**

**Motion: Councilor Williamson moved to provide the City Magistrate Judge with a salary increase to an annual amount of \$63,000 effective June 21, 2018. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Martinez, Currivan, Jablow, Thompson, and Williamson) and zero (0) opposed.**

**4. Adjournment**

**Mayor Moriarty adjourned the meeting at 6:45 p.m.**

**I certify that the above are the true and correct actions of the Special City Council Meeting held on August 14, 2018.**

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

\_\_\_\_\_  
Date

**Action Minutes**  
**Regular City Council Meeting**  
**City Council Chambers, Sedona City Hall,**  
**102 Roadrunner Drive, Sedona, Arizona**  
**Tuesday, August 14, 2018, 4:30 p.m.**

**1. Call to Order/Pledge of Allegiance/Moment of Silence/Roll Call**

Mayor Moriarty called the meeting to order at 4:30 p.m.

**Council Present:** Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Jon Thompson, and Councilor Jessica Williamson. Councilor Tom Lamkin was absent and excused.

**Staff Present:** City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., City Engineer/Public Works Director Andy Dickey, Assistant City Engineer Stephen Craver, Chief of Police David McGill, Arts and Culture Coordinator Nancy Lattanzi, City Clerk Susan Irvine.

**2. City's Vision/Moment of Art**

A video of the City's Vision was played.

Nancy Lattanzi introduced Suzie Schomaker, a Sedona performer and singer/songwriter. In Sedona, Suzie has performed in "*Heavenly J's*", "*Marvin Shorts Rock and Roll Dreams*", Sedona International Film Festival, and many assorted bands. She currently performs privately and is in the band "*Menagerie*". Suzie is known as Northern Arizona's Janis Joplin and performed the song "*Me + Bobby McGee*".

**3. Consent Items**

- a. **Minutes - July 23, 2018 City Council Special Meeting.**
- b. **Minutes - July 24, 2018 City Council Special Meeting.**
- c. **Minutes - July 24, 2018 City Council Regular Meeting.**
- d. **Minutes - July 25, 2018 City Council Special Meeting.**
- e. **AB 2390 Approval of award of a Job Order Contract extension with Cactus Asphalt, Inc. in an amount not to exceed \$1,150,000 for street maintenance projects during Fiscal Year 2019.**
- f. **AB 2405 Approval of recommendation regarding a new Series 11 Hotel/Motel Liquor License for Casa Sedona Inn located at 55 Hozoni Dr., Sedona, AZ (File #23079).**
- g. **AB 2417 Approval of recommendation regarding a new Series 12 Restaurant Liquor License for Nick's West Side located at 2920 W. Hwy 89A, Sedona, AZ (File #26273).**

Item 3e was pulled at the request of Vice Mayor Martinez.

**Motion: Vice Mayor Martinez moved to approve consent items 3a, 3b, 3c, 3d, 3f, and 3g. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Martinez, Currivan, Jablow, Thompson, and Williamson) and zero (0) opposed.**

**Pulled Consent Items –**

**3e - AB 2390 Approval of award of a Job Order Contract extension with Cactus Asphalt, Inc. in an amount not to exceed \$1,150,000 for street maintenance projects during Fiscal Year 2019.**

Questions and comments from Council. Questions answered by Andy Dickey.

**Motion: Vice Mayor Martinez moved to approve consent item 3e. Seconded by Williamson. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Martinez, Currivan, Jablow, Thompson, and Williamson) and zero (0) opposed.**

**4. Appointments – None.**

**5. Summary of Current Events by Mayor/Councilors/City Manager**

Vice Mayor Martinez advised that the Sedona Family Foot Rodeo is on Friday from 4:00 to 7:00 p.m., and more information is available on the City's website.

**6. Public Forum**

Bill Chisholm, Sedona, spoke about the Sedona in Motion Program.

**7. Proclamations, Recognitions, and Awards – None.**

**8. Regular Business**

**a. AB 2404 Presentation/discussion regarding an update from Yavapai College on their property tax increase.**

Presentation by Yavapai College representatives: Executive Dean and Chief Executive Officer of the Verde Valley Campus Dr. James Perey and Vice President for Finance and Administrative Operations Dr. Clint Ewell.

Questions and comments from Council.

**Presentation and discussion only. No action taken.**

**b. AB 2409 Discussion/possible direction regarding items for consideration by the League Resolutions Committee for possible inclusion in the 2020 League legislative program.**

Presentation by Robert Pickels, Jr. and Justin Clifton.

Questions and comments from Council.

**By majority consensus, Council agreed that the Mayor should support all of the resolutions but can modify her position if something significant arises during the discussion and influences her to change.**

**c. Reports/discussion on Council assignments**

Councilor Jablow advised that the Humane Society can receive funds through Amazon Smile. They also have a kennel sponsorship program and are doing a pet lovers gala on September 29<sup>th</sup> at Enchantment.

**d. Discussion/possible action on future meeting/agenda items**

Mayor Moriarty advised that there is a work session tomorrow at 3:00 p.m.

**9. Executive Session**

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

**10. Adjournment**

Mayor Moriarty adjourned the meeting at 6:21 p.m. without objection.

**I certify that the above are the true and correct actions of the Regular City Council Meeting held on August 14, 2018.**

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

\_\_\_\_\_  
Date

**THIS PAGE INTENTIONALLY LEFT BLANK.**



**Action Minutes  
Special City Council Meeting  
City Council Chambers, Sedona City Hall,  
102 Roadrunner Drive, Sedona, Arizona  
Wednesday, August 15, 2018, 3:00 p.m.**

**1. Call to Order/Pledge of Allegiance/Moment of Silence**

Mayor Moriarty called the meeting to order at 3:00 p.m.

- 2. Roll Call:** Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Jon Thompson and Councilor Jessica Williamson. Councilor Tom Lamkin was absent and excused.

**Staff Present:** City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., Public Works Director/City Engineer Andy Dickey, Assistant City Engineer Stephen Craver, Associate City Engineer Bob Welch, Citizen Engagement Coordinator Lauren Browne, Deputy City Clerk Valerie Webber.

**3. Special Business**

- a. AB 2378 Discussion/possible direction regarding the Sedona In Motion transportation program.**

Introduction and presentation by Stephen Craver.

Stephen Craver, Justin Clifton, Andy Dickey and Andrew Baird with Kimley Horn answered questions asked by individual Councilors and the Mayor.

Comments from Council.

Opened the public hearing at 5:21p.m.

The following spoke on this item: James Ochoa, Sedona.

Closed the public hearing and brought back to Council at 5:22 p.m.

**By a majority consensus, Council directed staff as follows with regards to SIM 1 and SIM 5:**

**SIM-1: Uptown Roadway Improvements**

- **Pursue narrower 4' median rather than a 6' median, which the DCR considered to be the preferred option**
- **Perform a delay analysis for the northern "Michigan Left" turnaround, versus a roundabout with median separating U-turns from southbound through traffic**
- **Quantify the benefit of the Schnebly access connector**
- **Move forward with the Jordan roundabout location, rather than the Forest roundabout location**
- **Pursue immediate improvements for Forest Road signal optimization**
- **Revisit the percentages allocated for each evaluation criteria in the Alternatives Evaluation Matrix in the Design Concept Report, and provide the spreadsheet to Council**

**SIM-5: Forest Road**

- **Move forward with pursuing a citizen survey to determine how utilized the connection would be by Uptown residents**
- **Continue to identify the feasibility of minimizing the roadway footprint**

**b. Discussion/possible action on future meeting/agenda items.**

This item was not addressed.

**4. Executive Session**

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

**5. Adjournment**

Mayor Moriarty adjourned the meeting at 5:35 p.m. without objection.

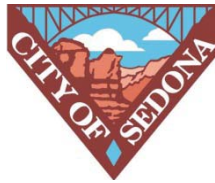
**I certify that the above are the true and correct actions of the Special City Council Meeting held on August 15, 2018.**

---

Valerie Webber, Deputy City Clerk

---

Date



## City of Sedona Proclamation Request Form

<b>Full Name of Contact Person</b>	John M. Schuderer, MA, LPC, LISAC
<b>Contact Phone Number</b>	928.830.3047
<b>Contact Mailing Address</b>	1761 Cambridge Dr., Prescott, AZ 86305
<b>Contact Email Address</b>	jschuderer@cableone.net
<b>Group, Organization, Activity or Event Being Recognized</b> (Please make sure you provide complete and current information about the group or event)	Suicide Prevention Month - September 2018
<b>Website Address</b> (if applicable)	www.facebook.com/SuicidePreventionCoalitionofYavapaiCounty
<b>Name of the sponsor(s) of the Proclamation</b> (2 Council members or the City Manager)	Sandy Moriarity, Scott Jablow, Jessica Williamson
<b>What is the proclaimed day, days, week or month?</b> (e.g. 10/11/12, October 11-17, 2012, October 2012)	September 1-30, 2018
<b>Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?</b>	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
<b>If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.</b>	John M. Schuderer, MA, LPC, LISAC Chairperson, Suicide Prevention Coalition of Yavapai County 928.830-3047 (please leave a message) jschuderer@cableone.net

**Provide information about the organization/event including a mission statement, founding date, location and achievements.**

The vision and mission statements of the Suicide Prevention Coalition of Yavapai County are as follows:

**VISION:** To reduce the number of suicides in Yavapai County through education, advocacy, intervention and support.

**MISSION:** To reduce suicide attempts and deaths in Yavapai County. We envision a state where suicide is a rare event, where people are nurtured and supported, and where individuals and families are aware of the risk factors for suicide and actively seek help from accessible, effective community resources.

The coalition was founded around 2013 and is a 501(c)(3) organization. Although currently operating out of Prescott, the scope of our vision/mission encompasses all of Yavapai County. We are in the process of establishing monthly meetings in the Verde Valley. Most of our current efforts have been focused on education the public about who's at risk, what the warning signs are and what can be done to keep a suicidal person safe.

**Please explain why this Proclamation and any events accompanying it are important to the Community and are consistent with the City's vision statement and Community Plan goals. What is the clear reason for the Proclamation and why are you requesting this honor? What activities/events are planned around this Proclamation and how do you plan to promote this to the community?**

September is already recognized nationally as Suicide Prevention Month and September 10th thru the 16th this year is known as National Suicide Prevention Week. It is our hope that Sedona's City Council will join with our coalition in recognizing that suicide is a public health concern that requires a community to address. According to the 2015 statistics, Yavapai County had the highest rate of suicide in the state of Arizona on a per 100,000 basis. In 2017 there were 78 suicides in Yavapai County and 23 residents of Yavapai County who died by suicide in Coconino County. It's estimated for every suicide there are 25 attempted suicides. Therefore there were approximately 1,950 attempted suicides last year. Suicide is such a significant problem that the Yavapai County Community Health Services has made suicide prevention and reduction a high priority in their 2018-2022 Community Health Improvement Plans for both the Quad Cities and the Verde Valley.

The Suicide Prevention Coalition of Yavapai County is attempting to reduce the number of suicides and suicide attempts. We feel strongly that granting our proposed request for a proclamation for suicide awareness and prevention by Yavapai County Cities and the County itself would go a long way in helping us to emphasize the challenge we face and the steps we can all take as a community to significantly reduce this problem.

***Please include a draft of the proposed Proclamation with this request, preferably a Word file in electronic format.***

**Office of the Mayor  
City of Sedona, Arizona**



**Proclamation  
Suicide Prevention Month  
September 2018**

WHEREAS, in the United States, on average one person dies by suicide every 8.6 minutes, and suicide is the 10<sup>th</sup> leading cause of death for people of all ages; and

WHEREAS, in the United States there were 44,965 suicide deaths in 2016; and

WHEREAS, men die by suicide 3.53 times more often than women, and women attempt suicide 3 times more often than men; and

WHEREAS, for every completed suicide there are an estimated 25 attempted suicides; and

WHEREAS, each person's death by suicide intimately affects at least six other people, and there are over 200,000 newly bereaved each year; and

WHEREAS, in 2016 1,271 Arizonans died by suicide, and approximately 7,600 friends and family members were changed forever by losing those people; and

WHEREAS, in Arizona an average of one person dies by suicide every 7 hours; and

WHEREAS, Yavapai County's per capita suicide rate is the highest in Arizona, impacting both urban and rural communities; and

WHEREAS, in 2017, at least 101 Yavapai County citizens ended their life by suicide, and approximately 1,950 people attempted to die by suicide; and

WHEREAS, in Yavapai County 66.7% of the deaths by suicide involved the use of a firearm which is 15.7% above the national average; and

WHEREAS, 5 Sedona citizens died by suicide in 2017, negatively impacting their family, friends, and community; and

WHEREAS, many of the people who died by suicide may not have received effective behavioral health services for many reasons including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of using behavioral health treatment, and the stigma associated with losing a loved one to suicide; and

WHEREAS, those who have lost a loved one to suicide and those who survived an attempted suicide need support and understanding as they grieve but too often are unable to receive treatment and recovery services; and

WHEREAS, the Suicide Prevention Coalition of Yavapai County is comprised of representatives of behavioral health organizations, law enforcement agencies, faith communities, health coalitions, and citizen advocates who are all dedicated to reducing the frequency of suicide attempts, suicide deaths, and the pain for those affected by suicide deaths through providing resources, education, and support.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 2018, as "Suicide Prevention Month" in Sedona and urge everyone to learn how they can help because suicide prevention is everyone's business.

Issued this 11<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

**THIS PAGE INTENTIONALLY LEFT BLANK.**



## City of Sedona Proclamation Request Form

<b>Full Name of Contact Person</b>	Roberta Rust
<b>Contact Phone Number</b>	480-294-7241
<b>Contact Mailing Address</b>	20 Rue de Lynn Lane Sedona 86336
<b>Contact Email Address</b>	hertier1@earthlink.net
<b>Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event.)</b>	National Society Daughters of the American Revolution Oak Creek Chapter recognizing "Constitution Week".
<b>Website Address (if applicable)</b>	www.oakcreek.arizonadar.org
<b>Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)</b>	Sandra Moriarty, Mayor John Martinez
<b>What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)</b>	September 17- 23, 2018 (National Constitution Week).
<b>Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?</b>	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
<b>If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.</b>	Donna Pratt P. O. Box 4067 Sedona, Az. 86340 Phone 928-282-6428

**Provide information about the organization/event including a mission statement, founding date, location and achievements.**

The National Society of the Daughters of the American Revolution, Oak Creek Chapter, wish to address a "Proclamation" application with the City of Sedona, to recognize "National Constitution Week" the dates are September 17-23, 2018. Public law 915 guarantees the issuing of a "Proclamation" each year for "National Constitution Week". We are asking our citizens of Sedona to reaffirm the "Ideas" the framers of the "Constitution had in 1787. Our Oak Creek Chapter meets September 10, 2018 at the Church of the Red Rocks to study the Constitution and ring bells to proclaim the "National Constitution Week" observances. We place a Exhibit in the Childrens Library of Sedona for Constitution Week. The program consist of books to read and games to play learning about the Father of the Constitution James Madison. We will try to inform the public via Red Rock News.

**Please explain why this Proclamation and any events accompanying it are important to the Community and are consistent with the City's vision statement and Community Plan goals. What is the clear reason for the Proclamation and why are you requesting this honor? What activities/events are planned around this Proclamation and how do you plan to promote this to the community?**

The National Society of Daughters of the American Revolution was founded in 1890 and is headquartered in Washington D.C. The NSDAR is non-profit, non-political, and a volunteer women's service organization dedicated to promoting patriotism, preserving "American History" and securing American future for a better education for our children and community. The "Oak Creek Chapter" of Sedona was founded June 26, 2006. The Chapter was preceded by the Kachina Chapter, which was established 1970. Several of the original members are still active in our chapter.

***Please include a draft of the proposed Proclamation with this request, preferably a Word file in electronic format.***



Office of the Mayor  
City of Sedona, Arizona



**Proclamation**  
**CONSTITUTION WEEK**  
**September 17 through 23, 2018**

WHEREAS, September 17, 2018 marks the two hundred and thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations that will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through 23<sup>rd</sup> as Constitution Week,

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 17 through 23, 2018 to be **CONSTITUTION WEEK** in Sedona, Arizona, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Issued this 11<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

**THIS PAGE INTENTIONALLY LEFT BLANK.**



**CITY COUNCIL  
AGENDA BILL**

**AB 2419  
September 11, 2018  
Consent Items**

**Agenda Item: 3f**

**Proposed Action & Subject:** Approval of a letter to Arizona's US senators in support of the future designation of Route 66 as a National Historic Trail.

<b>Department</b>	Community Development Department/City Manager's Office
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Draft letter of support B. H.R. 801

City Attorney Approval	Reviewed 9/3/18 RLP	<b>Expenditure Required</b>	\$ 0
City Manager's Recommendation	Approve a letter to Arizona's US Senators supporting the future designation of Route 66 as a National Historic Trail	<b>Amount Budgeted</b>	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** The Historic Preservation Commission has requested that the City of Sedona issue a letter to Arizona's US senators in support of the future designation of Route 66 as a National Historic Trail.

The National Trust for Historic Preservation (Trust) and the Route 66 Road Ahead Partnership are supporting a National Historic Trail designation for Route 66. According to the Trust, this permanent federal designation will not bring any new regulations or restrictions but instead is intended to encourage reinvestment, boost local economies, and help to revitalize Route 66.

On June 5, 2018, the U.S. House of Representatives passed a bill to amend the National Trails System Act to officially designate Route 66 a National Historic Trail. Assuming the Senate takes up the legislation, Route 66 will join other federal historic trails, such as the California and Oregon Trail, recognizing migration routes historically significant to the development of the nation. In addition to denoting the official commemoration, the legislation provides federal oversight and management through the National Park Service which

includes the establishment of distinctive marking and signage along the trail. It also awards federal funds for preservation, development, and promotion.

**Community Plan Consistent:** Yes - No - Not Applicable

**Board/Commission Recommendation:** Applicable - Not Applicable

This item is being brought forward at the request of the Sedona Historic Preservation Commission. On July 9, 2018 the Historic Preservation Commission by unanimous consensus directed staff to prepare a Council agenda item to request the City provide a letter to Arizona's US senators supporting the designation of Route 66 as a National Historic Trail.

**Alternative(s):** Do not issue a support letter.

## **MOTION**

**I move to:** approve issuance of a letter signed by the Mayor to Arizona's US senators in support of the future designation of Route 66 as a National Historic Trail.

Hon. Senator Jeff Flake  
B85 Russell Senate Office Building  
Washington, D.C. 20510

Dear Senator Flake:

The City of Sedona supports the designation of Route 66 as a National Historic Trail. This permanent federal designation will recognize Route 66 as the most iconic, culturally-celebrated and internationally recognized stretch of highway in America.

With this designation, Route 66 will join other celebrated long distance travel route such as the Santa Fe Trail, the Lewis & Clark Trail and the Selma to Montgomery Trail. While all eight Route 66 states already have at least two National Historic Trails, Route 66 will be the first National Historic Trail to celebrate motorized travel and America's love of the automobile.

Route 66 was our nation's first all-paved U.S. Highway System connecting the Midwest to California. In the 1930s, it was the "road to opportunity" for hundreds of thousands of Americans escaping the devastation of the Dust Bowl, and provided thousands of jobs on road crews for workers who had lost their jobs during the Great Depression. In John Steinbeck's 1939 classic, *The Grapes of Wrath*, it was referenced as The Mother Road.

Throughout World War II, critical troops, equipment and supplies were transported on Route 66 to military bases across the country. When the war ended, thousands of troops traveled Route 66 back home to their families and independence.

As Interstate highways were constructed in the late 1950s and 60s, travelers began bypassing Route 66. Over time, the independent businesses, rich roadside architecture and quirky landmarks that give Route 66 its character have struggled. Some have been lost.

In addition to its historic significance, Route 66 is an important economic force for the communities it passes through. Designation as a National Historic Trail will help to draw more travelers off the Interstate, which is a critical benefit for small business owners who rely on tourism.

Although Sedona is not located directly in the path of U.S. 66, our rich history is woven with a similar cultural fabric, which does draw travelers off of the interstate and provide an economic engine for our beautiful community. In fact, the railroad telegraph station from Winona (mentioned in the song about Route 66) was moved to Sedona for a John Wayne movie set, and has been incorporated into our Heritage Museum.

Designating Route 66 as a National Historic Trail will help to preserve and revive one of America's most iconic routes, helping to support local economies in the hundreds of small

towns Route 66 passes through from Chicago to Los Angeles. In the larger, regional sense, the City of Sedona believes that supporting Northern Arizona community efforts like this benefits us all.

Sincerely,

Sandy Moriarty, Mayor

City of Sedona



115TH CONGRESS  
2D SESSION

# H. R. 801

---

IN THE SENATE OF THE UNITED STATES

JUNE 6, 2018

Received; read twice and referred to the Committee on Energy and Natural  
Resources

---

## AN ACT

To amend the National Trails System Act to designate the  
Route 66 National Historic Trail, and for other purposes.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Route 66 National  
3 Historic Trail Designation Act”.

4 **SEC. 2. DESIGNATION OF THE ROUTE 66 NATIONAL HIS-**  
5 **TORIC TRAIL.**

6 Section 5(a) of the National Trails System Act (16  
7 U.S.C. 1244(a)) is amended by adding at the end the fol-  
8 lowing:

9 “(31) ROUTE 66 NATIONAL HISTORIC TRAIL.—

10 “(A) IN GENERAL.—The Route 66 Na-  
11 tional Historic Trail, a trail that includes all  
12 the alignments of U.S. Highway 66 in existence  
13 between 1926 and 1985, extending along a  
14 route of approximately 2,400 miles from Chi-  
15 cago, Illinois, to Santa Monica, California, as  
16 generally depicted on the map entitled ‘Route  
17 66 National Historic Trail, Proposed Route’,  
18 numbered P26/141,279, and dated December  
19 2017.

20 “(B) AVAILABILITY OF MAP.—The map  
21 described in subparagraph (A) shall be on file  
22 and available for public inspection in the appro-  
23 priate offices of the National Park Service, De-  
24 partment of the Interior.

25 “(C) ADMINISTRATION.—The Route 66  
26 National Historic Trail shall be administered by



1 the Secretary of the Interior, acting through  
2 the Director of the National Park Service. Such  
3 administration shall be conducted in a manner  
4 that respects and maintains the idiosyncratic  
5 nature of the Route 66 National Historic Trail.

6 “(D) LAND ACQUISITION.—The United  
7 States may not acquire for the Route 66 Na-  
8 tional Historic Trail any land or interest in  
9 land—

10 “(i) outside the exterior boundary of  
11 any federally managed area without the  
12 consent of the owner of the land or interest  
13 in land; or

14 “(ii) that extends more than an aver-  
15 age of one-quarter of a mile on either side  
16 of the trail.

17 “(E) NO BUFFER ZONE CREATED.—Noth-  
18 ing in this Act, the acquisition of the land or  
19 an interest in land authorized by this Act, or  
20 the management plan for the Route 66 Na-  
21 tional Historic Trail shall be construed to cre-  
22 ate buffer zones outside of the Trail. That ac-  
23 tivities or uses can be seen, heard, or detected  
24 from the acquired land shall not preclude, limit,  
25 control, regulate, or determine the conduct or

1 management of activities or uses outside of the  
2 trail.

3 “(F) ENERGY.—Nothing in this Act, the  
4 acquisition of land or an interest in land au-  
5 thorized by this Act, or the management plan  
6 for the Route 66 National Historic Trail shall  
7 prohibit, hinder, or disrupt the development,  
8 production, or transmission of energy.

9 “(G) EMINENT DOMAIN OR CONDEMNATION.—In carrying out this Act, the Secretary  
10 of the Interior may not use eminent domain or  
11 condemnation.”  
12

Passed the House of Representatives June 5, 2018.

Attest:

KAREN L. HAAS,

*Clerk.*



**CITY COUNCIL  
AGENDA BILL**

**AB 2315  
September 11, 2018  
Consent Items**

**Agenda Item: 3g**

**Proposed Action & Subject:** Ratification of the action approved under item 8a of the July 24, 2018 regular City Council meeting titled “*Discussion/possible direction regarding the Wastewater Master Plan Update and possible funding and policy changes for collection system expansions,*” and clarification of the parcels included in that action.

<b>Department</b>	Wastewater
<b>Time to Present</b>	N/A
<b>Total Time for Item</b>	
<b>Other Council Meetings</b>	April 12, 2016 – AB 2069 January 10, 2017 – AB 2190 November 29, 2017 – AB 2315 May 8, 2018 – AB 2315 July 24, 2018 – AB 2315
<b>Exhibits</b>	A. Pre-Paid Capacity Fee Map

City Attorney Approval	Reviewed 9/3/18 RLP	<b>Expenditure Required</b>
		\$ 2,600
City Manager’s Recommendation	Approve a motion clarifying and ratifying the refund of pre-paid sewer capacity fees	<b>Amount Budgeted</b>
		\$ 100,000
		Account No. 59-5246-01-6761 (Description) Wastewater Fund Contingency
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

This agenda item serves to ratify the action taken by Council at the July 24, 2018 meeting in addition to clarifying the total number and location of properties that will receive a refund of the pre-paid capacity fee and retain the ability to pay the same rate, if sewer becomes available to the property.

**Background:**

At its May 8, 2018 meeting, Council directed staff to suspend plans to expand the sewer system in 9 of the 11 areas identified in the 2017 Wastewater Master Plan Update. Subsequently at its July 24, 2018 meeting, Council approved to refund all pre-paid capacity fees identified as Areas 1-11 in the 2017 Wastewater Master Plan and to record a document

with the appropriate County that the fee shall be the amount refunded if sewer becomes available to the property.

**Pre-Paid Capacity Fees to be Refunded:**

The intention of the previous motion was to refund pre-paid capacity fees to properties that do not have sewer availability with no plans to expand sewer to those properties. The motion was specific to Areas 1-11, however there are other properties outside of those areas that should also be included. The maroon shaded parcels in the exhibit show the location of each of the parcels that would be receiving a refund as part of this agenda item. The total number and amount of refunds are as follows:

- 243 parcels in Areas 1-11 and within the sewer service boundary
  - A handful of these are not in Area 1-11 but are nearby and do not have sewer availability.
- 40 parcels in areas that were not evaluated for sewer as part of the master planning process due to geographical constraints to expand sewer to those areas.
- In total 283 properties citywide will receive the refund; which is equivalent to \$597,694.22. Since these fees are in an “unearned revenue” account, there is no impact to expenditures for refunding these amounts.

Not included in the total refund amounts are parcels which have deferred connection agreements or parcels that are billed an environmental penalty fee (sewer is available but the parcel is developed and has not connected).

Recording fees would be approximately \$2,600 for the recording of a document stating that the owner can buy back in at the pre-paid rate if sewer becomes available

**Community Plan Consistent:** Yes - No - Not Applicable











**Board/Commission Recommendation:** Applicable - Not Applicable

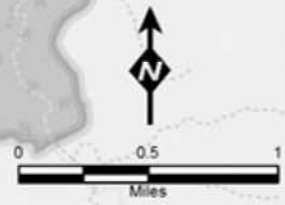
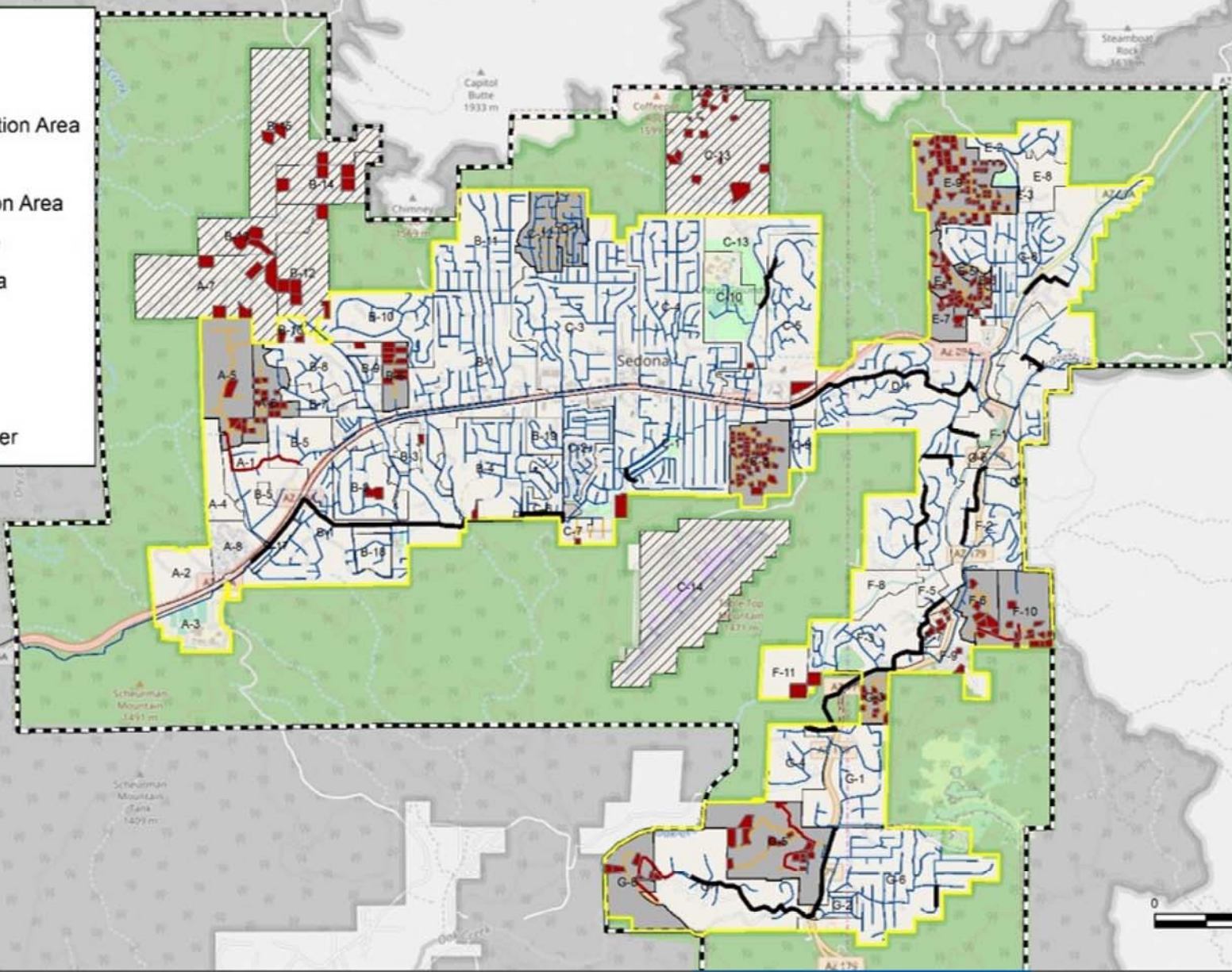
**Alternative(s):** N/A

**MOTION**

**I move to:** ratify the action approved under item 8a of the July 24, 2018 regular City Council meeting titled “*Discussion/possible direction regarding the Wastewater Master Plan Update and possible funding and policy changes for collection system expansions,*” to clarify the areas subject to that action and to refund pre-paid capacity fees to 283 parcels Citywide and record a document with the appropriate County that the fee shall be the amount refunded if sewer becomes available to the property.

# Legend

-  Drainage Basins
-  Likely Future Connection Area
-  Sewer Service Area
-  Less Likely Connection Area
-  Prepaid Capacity Fee
-  Sedona Planning Area
-  Force Main
-  Potential Force Main
-  Gravity Sewer
-  Potential Gravity Sewer



**THIS PAGE INTENTIONALLY LEFT BLANK.**



**CITY COUNCIL  
AGENDA BILL**

**AB 2420  
September 11, 2018  
Regular Business**

**Agenda Item: 8a**

**Proposed Action & Subject:** Presentation/discussion from Coconino Community College regarding an update on the College, information about Proposition 417 on the November 6, 2018 ballot, and the opportunities it would give the College.

<b>Department</b>	City Clerk's Office
<b>Time to Present</b>	15 minutes
<b>Total Time for Item</b>	30 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. PowerPoint B. Informational Flier on Proposition 417 C. FAQ Document on Proposition 417

City Attorney Approval	Reviewed 9/3/18 RLP	<b>Expenditure Required</b>
		\$ 0
City Manager's Recommendation	For presentation and discussion only.	<b>Amount Budgeted</b>
		\$ 0
		Account No. N/A (Description)
		Finance Approval <input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** A representative from Coconino Community College will give an update on the College, information about Proposition 417 on the November 6, 2018 ballot, and the opportunities it would give the College. The Coconino County Community College District seeks voter approval to continue a secondary property tax for seven years at the current rate. If approved, this would take effect in 2019 when the current secondary property tax ends.

**Community Plan Compliant:**  Yes -  No -  Not Applicable

**Board/Commission Recommendation:**  Applicable -  Not Applicable

**Alternative(s):** N/A

**MOTION**

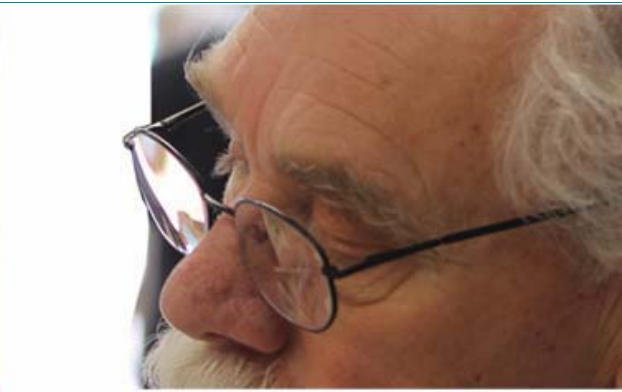
**I move to:** for presentation and discussion only. No action required.

**THIS PAGE INTENTIONALLY LEFT BLANK.**





◀ Coconino Community College  
**PROP417**  
*Education That Works For You*



**Education that  
Works for You**

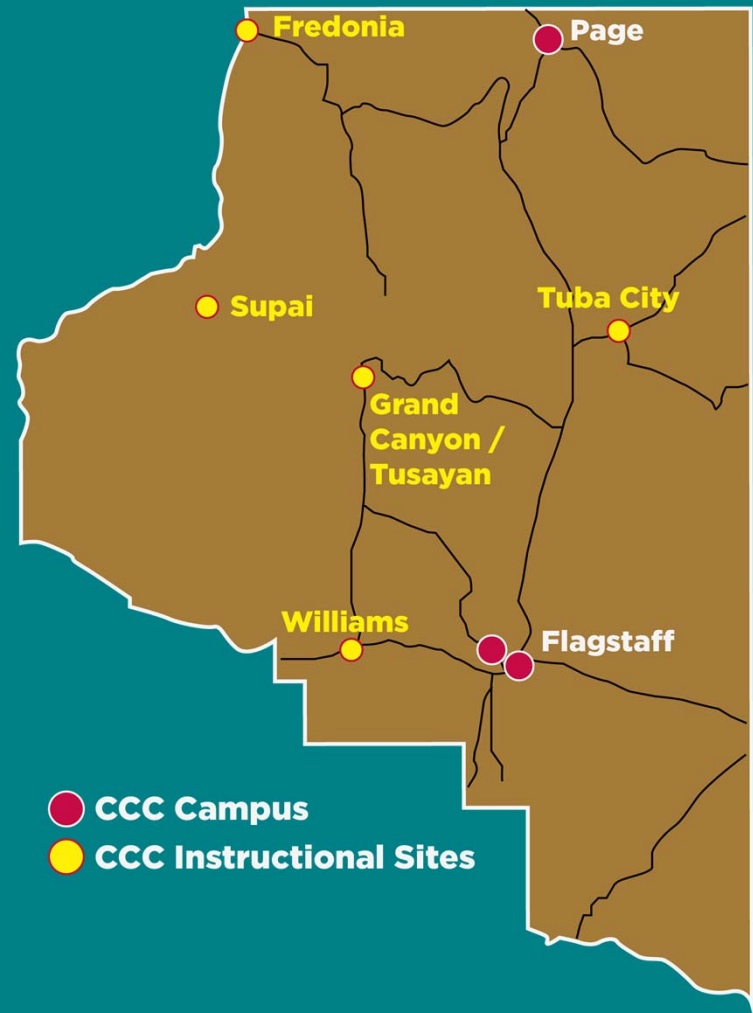




Responding to the needs of our County by providing additional programs and services to:

- Assist VETERANS in transitioning to civilian jobs
- Prepare students to be job ready – CCC2WORK
- Train or retrain WORKERS to fit EMPLOYER needs
- Develop LIFELONG LEARNING programs
- Expand Educational Services THROUGHOUT THE COUNTY

# Who We Serve



# What We Do

## *Train Workers and Strengthen the Economy – CCC2WORK*

### Nursing

- **100%** of graduates are employed, **80%** stay in Coconino County

### Fire Science and Paramedicine

- **90%** of firefighters, EMTs, and paramedics in Coconino County received training from CCC





# What We Do

## *Dual Enrollment and Adult Basic Education*

- Dual Enrollment in public high schools
- Starting Fall 2018, dual enrollment at FALA and NPA
- Adult Basic Education and GED offered throughout the County

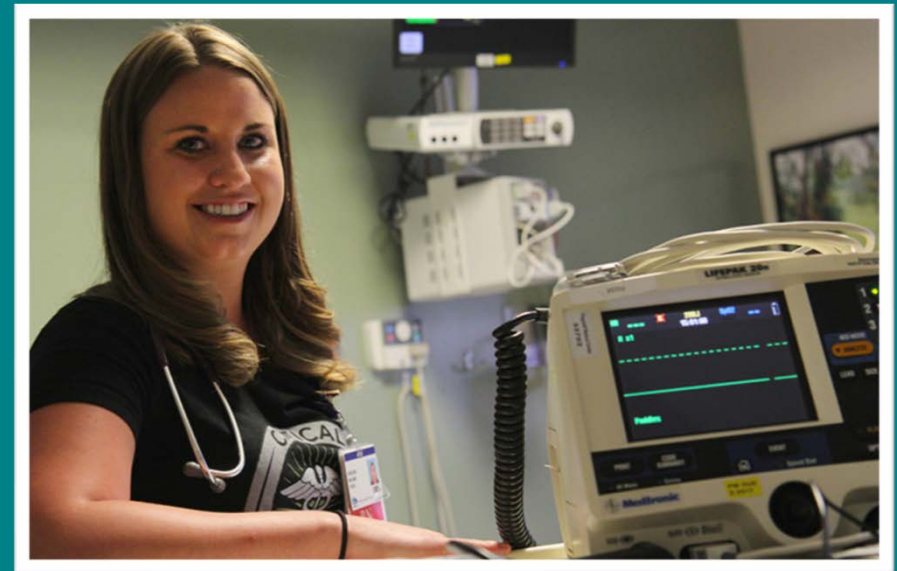


# Chelsea Braumbaugh – NAH Employee

Started taking classes at CCC in High School - Dual Enrollment

Worked part-time gaining experience while pursuing her AA degree in Nursing

Graduated from NAU with three years of experience as a nurse with Northern Arizona Healthcare



# What We Do

*Provide Affordable Pathways to Four Year Degrees*

Start here, go anywhere!

- Transfer programs to:
  - NAU
  - ASU
  - U of A
  
- And many more!

## Tuition & Fees At A Glance



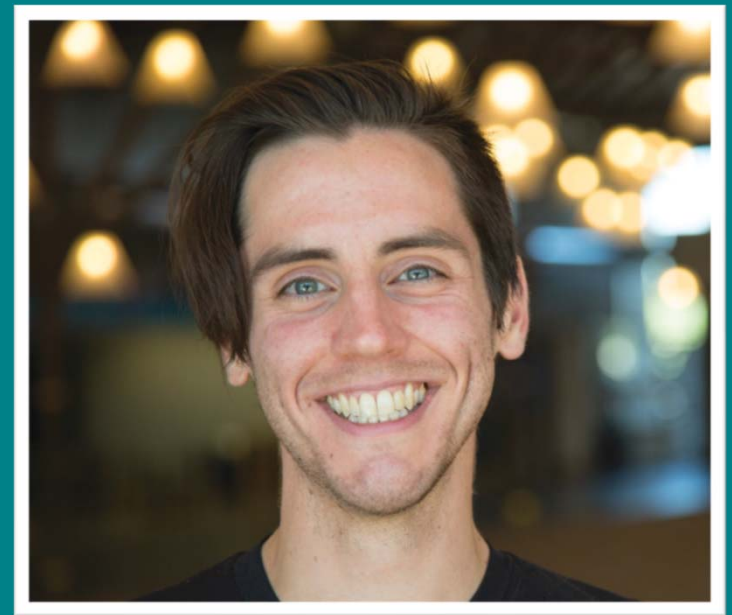
# Dan Rivera – CCC2NAU

High School Dropout  
Took classes at CCC

Enrolled in CCC2NAU  
Graduated with AA  
Degree

Received Goldwater  
Scholarship, one of the  
most prestigious in the  
nation

Currently a Mechanical  
Engineering student at  
NAU





# What We Do

## *Offer Continuing Learning Opportunities for Our Community*

- Summer art workshops
- New hybrid class offerings
- ED Talks
- STEM Camps for middle schoolers
- Community events
  - Lunar Lecture Series
  - Fiesta de Mayo



ED Talks



# Summer STEM Camps

- Grant funding = low cost
- Camps include:
  - Lego Robotics
  - Drones and Coding
  - Maker Space Experience
  - Science and Stars



Coconino Community College

## STEM CAMPS





# CAMT Partnership – CCC2WORK

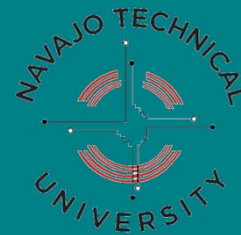
- Certified Apartment Maintenance Technician Program
- Nationally recognized certification
- 5 - 7 week program
- Job ready for apartment, hotel, and building maintenance





# Higher Education Consortium

- Partnering to serve rural County residents
- Designing student centered courses and programs
- Offering Friday and hybrid courses



**“From FY 2009 to FY 2018 state aid for the community college districts has decreased by 64.2%,”**

*Arizona Joint Legislative Budget Committee  
September 2017 Staff Program Summary – State Aid for  
Community Colleges*

# COCONINO COMMUNITY COLLEGE

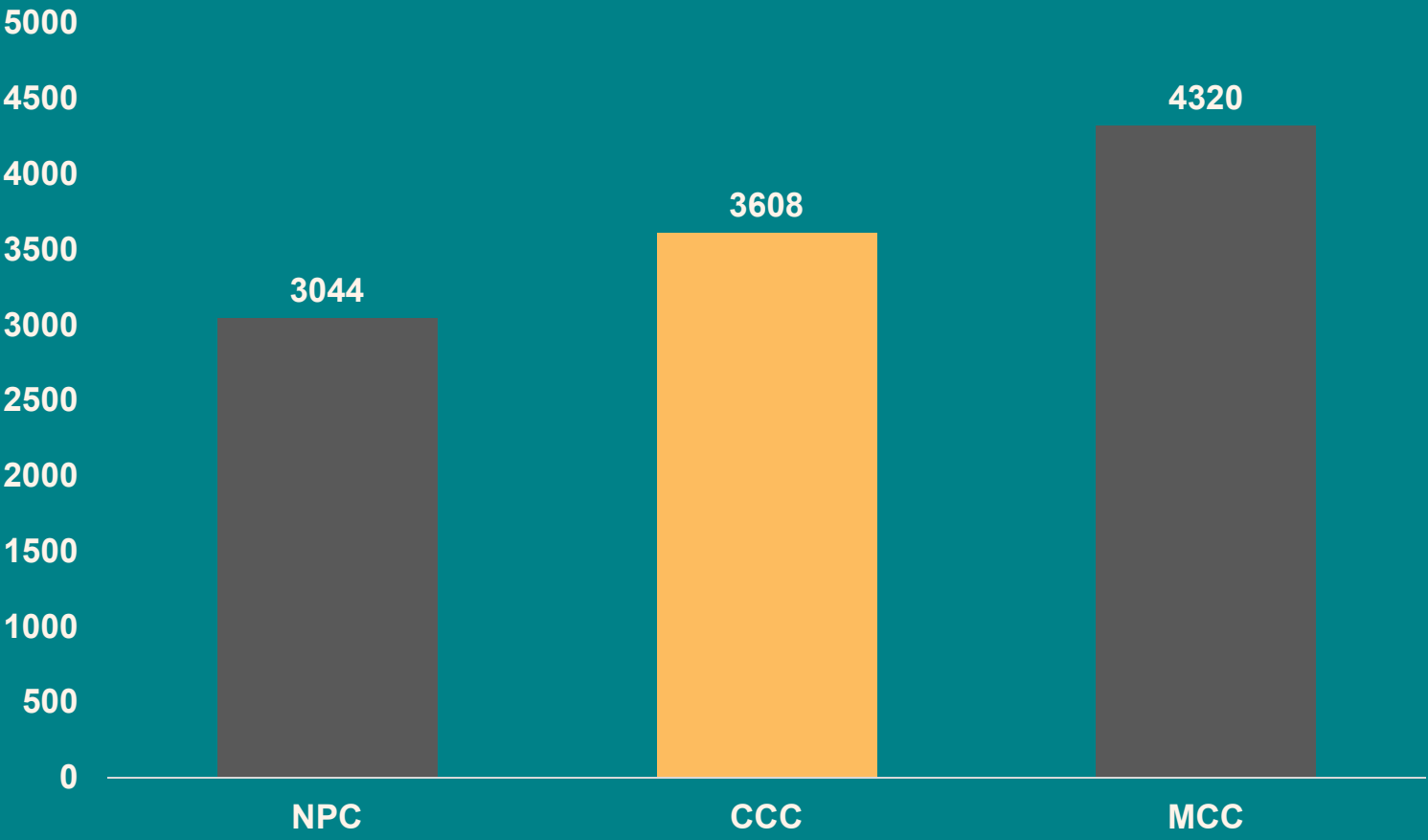
## ARIZONA COMMUNITY COLLEGE TAX RATE COMPARISON

### FY 19 PROPERTY TAX RATE



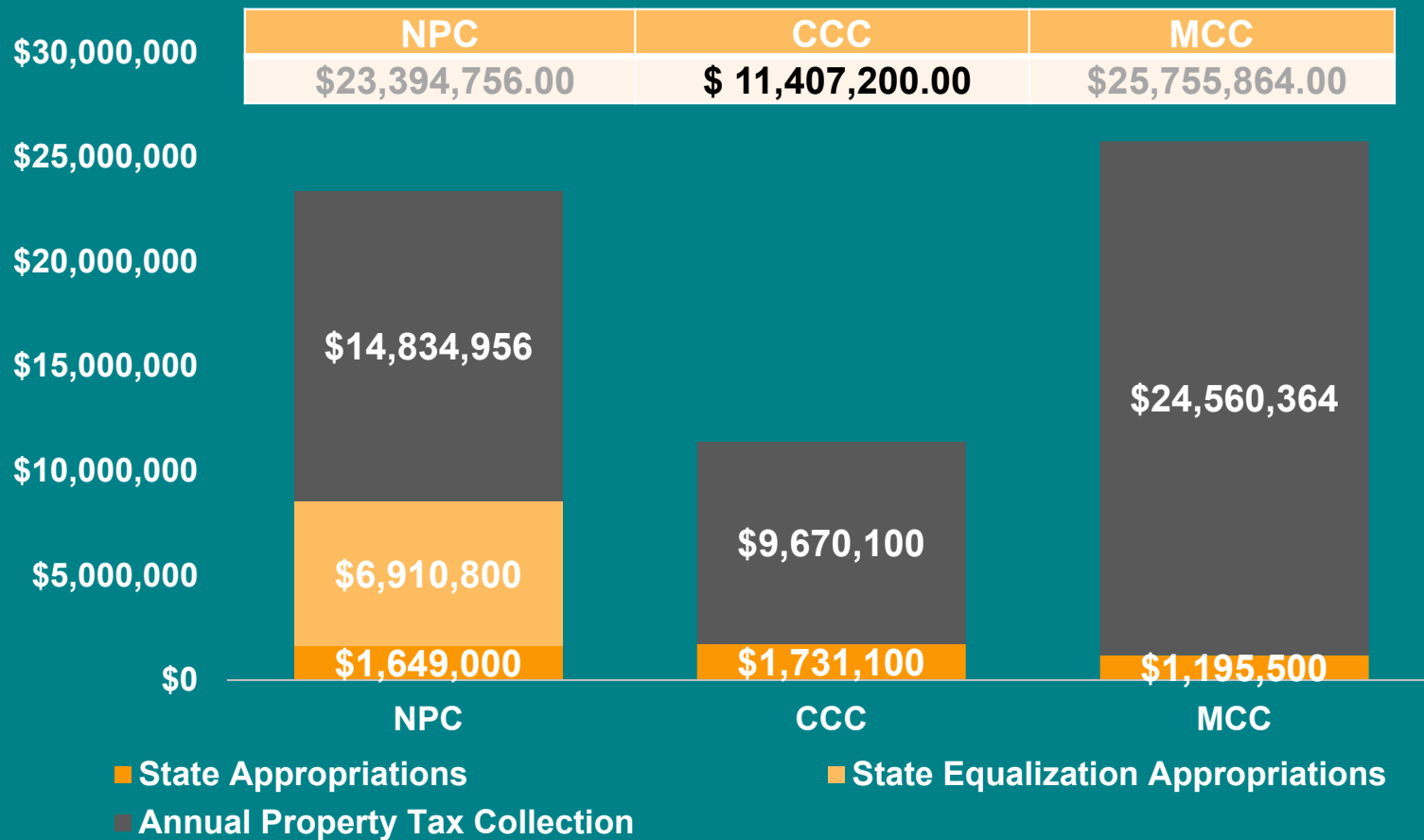
# A Comparison of Arizona's Three Smallest Community Colleges

*Number of Students Enrolled per Semester*





# Tax Revenue Comparisons



# What is Proposition 417?

## *Continuation*

- Pay what you are currently paying
- Average Cost is \$0.12 on \$100 of assessed value – less than \$3 per month
- \$2,226,000 annually for seven years
- A proposed secondary property tax to continue for seven years at the current rate
- Begins in 2019 (when current secondary tax ends)



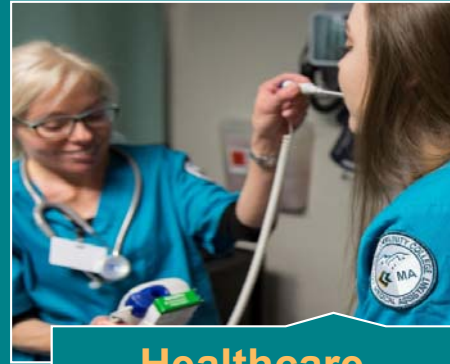
# What the Community Will Get



**Early Childhood Education**



**More Construction Trades**



**Healthcare Certification**



**Welding**



**Automotive Certification**



**Business and Industry Training**

# What the Community Will Get

CCC2Work

Prepare students to be job ready

Veterans

Assist veterans in transitioning to civilian jobs

Lifelong Learning

Develop lifelong learning programs

Employers/  
Workers

Train or retrain workers to fit employer needs

Educational Services

Expand services throughout the County





*Thank*



Coconino  
Community  
College



*You!*



**THIS PAGE INTENTIONALLY LEFT BLANK.**



**CITY COUNCIL  
AGENDA BILL**

**AB 2415  
September 11, 2018  
Regular Business**

**Agenda Item:** 8b  
**Proposed Action & Subject:** Discussion/possible action on the adoption of a Resolution approving a Public Safety Personnel Retirement System Pension Funding Policy.

<b>Department</b>	Financial Services
<b>Time to Present</b>	5 minutes
<b>Total Time for Item</b>	10 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Resolution Adopting the Public Safety Personnel Retirement System Pension Funding Policy B. Draft Public Safety Personnel Retirement System Pension Funding Policy

City Attorney Approval	Reviewed 9/3/18 RLP	<b>Expenditure Required</b>
		\$ 0
City Manager's Recommendation	Approve a resolution approving a PSPRS funding policy.	<b>Amount Budgeted</b>
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

**SUMMARY STATEMENT**

**Background:** This year the Governor signed House Bill (HB) 2097 which requires all employers in the Public Safety Personnel Retirement System to adopt a pension funding policy. The policy must be adopted on or before July 1, 2019 and must be updated and adopted annually thereafter.

The policy must include funding objectives that address at least the following:

- How to maintain stability of contributions to the system
- How and when the funding requirement will be met
- Defining the funded ratio target and the timeline for reaching the targeted funded ratio

HB 2097 also requires the City Council to formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.

The policy provided is based on a template created by Nick Ponder of the Arizona League of Cities and Towns which addresses all of the requirements of HB 2097. It incorporates the

decision made by the City Council during the FY 2018-19 budget process to contribute a “level-dollar” payment of \$1,000,000 to pay off the unfunded liability by the end of the amortization period which would be June 30, 2036.

In addition, HB 2097 requires the City to post the policy on the City’s website. Following adoption, the policy will be posted at <http://www.sedonaaz.gov/your-government/departments/financial-services/financial-policies>.

Annually following the completion of each year’s budget process, staff will present the policy with any applicable updates to be adopted by the City Council.

**Community Plan Consistent:** Yes - No - Not Applicable

**Board/Commission Recommendation:** Applicable - Not Applicable

**Alternative(s):** Provide direction to staff for adjustments to the policy for review and action at a later Council meeting.

**MOTION**

**I move to:** approve Resolution No. 2018-\_\_, adopting a new Public Safety Personnel Retirement System Pension Funding Policy.



**RESOLUTION NO. 2018-\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND ADOPTING THE CITY'S PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY.**

WHEREAS, the Mayor and Council of the City of Sedona shall have control of the finances and property of the City pursuant to A.R.S. § 9-240(A) and § 9-499.01 et seq.; and

WHEREAS, the Mayor and Council of the City of Sedona shall also have the power to appropriate money and provide for the payment of its debts and expenses pursuant to A.R.S. § 9-240(B); and

WHEREAS, the Second Regular Session of the Fifty-Third Arizona Legislature enacted HB 2097 in 2018 (codified as A.R.S. § 38-863.01) requiring each governing body of a Public Safety Personnel System employer to adopt a pension funding policy for employees who were hired before July 1, 2017, that addresses at least the following:

- (a) How to maintain the stability of the governing body's contributions to the system; and
- (b) How and when the governing body's funding requirements of the system will be met; and
- (c) Defining the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City formally approves and adopts its Public Safety Personnel Retirement System Pension Funding Policy as presented to the Mayor and City Council and attached hereto as Exhibit A.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 11<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert L. Pickels, Jr., City Attorney

**THIS PAGE INTENTIONALLY LEFT BLANK.**

# **City of Sedona**

## **Public Safety Personnel Retirement System**

### **Pension Funding Policy**

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

**Unfunded Actuarial Accrued Liability (UAAL)** – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

**Annual Required Contribution (ARC)** – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

**Funded Ratio** – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

**Intergenerational equity** – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

#### **Public Safety Personnel Retirement System (PSPRS)**

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Sedona has one trust fund for police employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust fund from the June 30, 2017 actuarial valuation, which are detailed below.

<b>Trust Fund</b>	<b>Assets</b>	<b>Accrued Liability</b>	<b>Unfunded Actuarial Accrued Liability</b>	<b>Funded Ratio</b>
Sedona Police	\$6,855,350	\$11,800,232	\$4,944,882	58.1%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

**The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036.**

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Sedona's liability.
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services.
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY2018-19 is \$636,952 and will be able to be paid from operating funds without diminishing City services.
- Additional payments above the ARC
  - Annually contribute an additional amount to achieve a total of \$1,000,000 in contributions for a "level-dollar" payment.
- Pay the full amount of the contributions at the beginning of each fiscal year to maximize the interest earnings allocated to the City's PSPRS trust fund.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2017 Actuarial Valuation.



**CITY COUNCIL  
AGENDA BILL**

**AB 2422  
September 11, 2018  
Regular Business**

**Agenda Item: 8c**

**Proposed Action & Subject:** Discussion/possible action regarding the approval of a professional services contract with Verizon Traffic Data Services for ongoing origin-destination and travel time data, in the approximate amount of \$50,000.

<b>Department</b>	Public Works
<b>Time to Present</b>	10 minutes
<b>Total Time for Item</b>	30 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Contract

City Attorney Approval	Reviewed 9/3/18 RLP	<b>Expenditure Required</b>	
		\$ 50,000	
City Manager's Recommendation	Approve a professional services contract with Verizon Traffic Data Services.	<b>Amount Budgeted</b>	
		\$ 550,840	
		Account No. 22-5320-89-6888	
		(Description) Unspecified SIM Projects	
		Finance Approval <input checked="" type="checkbox"/>	

**SUMMARY STATEMENT**

**Background:** During the transportation master plan (TMP) process, Kimley-Horn was able to begin collecting, and archiving Google travel time data. This data collection began in March 2017. Collection of this data allowed us to quantify the frequency, duration, and magnitude of travel time delays on key routes. This data was used to determine a baseline for a severe congested trip travel time. For example, it was determined that a typical “free-flow” trip southbound on SR 89A from the Trout Farm to the Y takes approximately 7 minutes. The baseline for a severe congested trip was identified as 42 minutes. Similarly, northbound SR 179 from Bell Rock Boulevard in VOC to the Y went from 12 minutes to 36 minutes. These values were essential in modeling existing conditions, and then incorporating SIM strategies into the model to quantify expected travel time benefits. The data has also been extremely important in providing performance metrics for the Traffic Control Assistants (TCA) program.

At the beginning of 2018, after the conclusion of the TMP, we were informed that an annual license/fee would be required to continue obtaining the data through Kimley-Horn. Other options were researched, and staff feels that the Verizon Traffic Data Services (TDS) is the best option based on cost and reliability of data. This method will create road signatures for specified routes, and then capture every Verizon mobile device that passes through points on

the corridor. The data is populated in a live web-based dashboard that gives access to real-time traffic metrics such as speed and travel time. The other benefit is the ability to obtain ongoing origin-destination data. The tool will provide the ability to see where trips are coming from, where they are going, and where they are staying. This includes the ability to identify where visitors are coming from on a nationwide level.

The real-time travel time data has several uses. It could be a source of real-time information that is provided to motorists on I-17 as proposed in CIP project SIM-12. It will also allow us to continue to monitor the effectiveness of the TCA program and measure the effectiveness of completed SIM projects.

The origin-destination information could immediately supplement the CIP project SIM-8 transit implementation plan that is underway. It could also provide valuable information related to destination marketing and tourism management.

The Year 1 cost is \$50,000 given the up-front time and labor associated with creating the road signature database. The annual cost thereafter is approximately \$29,000. The initial contract term is 3 years.

With approval of the contract we expect to have data available in October. Previously purchased Kimley-Horn data will continue to be provided until TDS data is received and verified.

**Community Plan Consistent:** Yes - No - Not Applicable

This strategy supports a couple themes in the Sedona Community Plan, such as:

- Environmental Stewardship: Provides the ability to track congested travel time and associated wasteful vehicle operations.
- Improved Traffic Flow: Provides the ability to track congested travel times and provide metrics for the TCA program. It could also supplement future traffic impact studies, related to development.

**Board/Commission Recommendation:** Applicable - Not Applicable

**Alternative(s):**

- Could consider a different platform for obtaining similar data
- Not continuing to obtain data would not allow the ability to quantify benefits of the TCA program, or the benefits of completed SIM projects

## **MOTION**

**I move to:** approve award of a professional services contract with Verizon Traffic Data Services for ongoing origin-destination and travel time data, in the amount of \$50,000, subject to approval of a written contract by the City Attorney's office.

**CONTRACT FOR PROFESSIONAL SERVICES  
FOR THE CITY OF SEDONA**

This contract is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Sedona ("CITY") and Cellco Partnership d/b/a Verizon Wireless ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with Verizon's Traffic Data Services Solution, as set forth in **Exhibit A, TDS SOW Attachment for Services Addendum** (attached).
  - B. CITY agrees to pay the CONSULTANT as compensation for services in accordance with the process and fee schedule set forth in **Exhibit A, 10. Rates and Charges** not to exceed a total amount of **\$50,000.00**. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
  - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
  - D. Purchases by CITY; Your Points of Contact: CITY must provide to CONSULTANT written notice of those individuals in CITY's agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your "Points of Contact"). Unless CITY tells CONSULTANT otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking CITY's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. CITY can designate a third party to act as its Point of Contact as long as CITY signs CONSULTANT's letter of agency naming the third party and indicating the scope of its authority.
2. **Confidential Information:** "Confidential Information" is anything concerning the disclosing Party's business, customers, products, services, trade secrets and personnel, which the disclosing Party labeled or designated as confidential. CITY must treat any custom pricing or Products and Services in this Agreement as Confidential Information, and contact CONSULTANT before releasing such information pursuant to any freedom of information request. If either Party gives Confidential Information to the other Party, the receiving Party will keep it confidential for the Term of this Agreement and then for an additional two years. Either Party may use Confidential Information for any purpose related to the performance of this Agreement. CONSULTANT may share Confidential Information with its affiliates.
    - 2.1 **Exclusions:** These restrictions do not apply to information that (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving Party by a third party without restriction; (d) is

required to be disclosed by subpoena or other legal process; or (e) is independently developed without reference to the Confidential Information. CONSULTANT does not receive CITY Confidential Information solely because CITY receives, transmits, obtains or otherwise exchanges such information through the use of the Wireless Service, or because CONSULTANT offers Products or Services that involve the hosting, transport or other similar handling of such information.

3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in **Exhibit A**. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

3.1 Monthly Bills: CITY's billing and shipping addresses must be in CONSULTANT's licensed service area. CONSULTANT will bill CITY monthly, and CITY is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). CONSULTANT generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears. Except where a Service Attachment indicates otherwise for a particular Product and Service, billing will be monthly for the current month of service. Monthly billing cycles vary and may not correspond to calendar months.

3.2 Disputed Charges: CITY must dispute any charges within 180 days of the due date of the bill by giving CONSULTANT written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. CONSULTANT will make a good faith effort to reconcile the dispute within 60 days of the date of CITY's notice. If both Parties cannot reach an agreement in that time, either Party may invoke the "Dispute Resolution" process described below.

- 4 Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in fees set forth in Exhibit A.
- 5 In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,
- 6 PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 7 COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the City of Sedona for the business it is conducting, without first having procured a current business license from the City and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development



Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.

- 8 INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the recklessness or intentional misconduct of CONSULTANT, its officers, employees, or agents in connection with CONSULTANT'S work or services in the performance of this contract.
- 9 LIMITATION OF LIABILITY: UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

## 10 INSURANCE.

10.1 The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks.

- i. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
- ii. Commercial General or Business Liability Insurance with limits oof ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
- iii. Commercial Automobile Liability Insurance with a combined single limit for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000.00) each accident, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of CONSULTANT who uses an automobile in providing services to CITY

under this contract.

- iv. Professional Liability coverage with limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and aggregate.

v.

10.2 CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. All coverages shall be continuously maintained to cover liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.3 A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and limits are in full force and effect, and shall be subject to review and reasonable approval by CITY. Upon receipt of notice from its insurer(s) CONSULTANT shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage. The City shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability and commercial automobile liability. The completed Certificate of Insurance shall be sent to:

City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336  
ATTN: City Clerk

10.4 Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract.

- 11 NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
- 12 TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY'S issuance of said written Notice of Intent to Terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.
- 13 VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
- 14 INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda,

all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

- 15 NO WAIVER. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this contract by CITY shall not constitute a waiver of any of the other terms or obligations of this contract.
- 16 ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
- 17 NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
- 18 COMPLIANCE WITH FEDERAL AND STATE LAWS:
  - 18.1 Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - 18.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
  - 18.3 CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
  - 18.4 CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
  - 18.5 Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

- 18.6 The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 18.7 CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
- 18.8 CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CONSULTANT further affirms that it is not engaged in any boycott of Israel (Exhibit C). The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
- 19 DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
- 20 DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
- 21 ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
- 22 CONFLICT OF INTEREST. From the date of this contract through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

23 NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona  
Attn: Justin Clifton  
102 Roadrunner Drive  
Sedona, AZ 86336

CONSULTANT: Cellco Partnership d/b/a Verizon Wireless  
Attn: Todd Loccisano, Executive Director – Enterprise and  
Government Contracts  
7600 Montpelier Road  
Laurel, MD 20723

24 NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

\_\_\_\_\_  
Cellco Partnership d/b/a Verizon Wireless

\_\_\_\_\_  
Justin Clifton, City Manager

By:\_\_\_\_\_

Title: Executive Director – Enterprise and  
Government Contracts\_\_\_\_\_

ATTEST:

I hereby affirm that I am authorized to enter  
into and sign this contract on behalf of  
CONSULTANT

\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBITS**

### **Exhibit A**

- Scope of Work and Associated Costs.
- Traffic Data Services Service Attachment to Contract for Professional Services

### **Exhibit B**

- Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
- Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

### **Exhibit C**

- Participation in Boycott of Israel Document.

# Exhibit A

## Traffic Data Services Service Attachment City of Sedona Service Agreement

This Traffic Data Services Service Attachment (“TDS Service Attachment”) to the Contract for Professional Services for the City of Sedona (the “Agreement”) between Customer and CONSULTANT sets forth the terms and conditions specific to the Traffic Data Services (“TD Service”) (described below) to be provided by CONSULTANT to CITY hereunder.

**TERMS OF CUSTOMER’S AGREEMENT:** CITY and CONSULTANT agree that: (i) except to the extent expressly provided otherwise in this TDS Service Attachment, all of the terms and definitions of the Agreement are applicable to CITY’s use of the TD Service and are incorporated by reference into this TDS Service Attachment and into any related exhibit, attachment, or schedule, (ii) the parties do not intend to modify the terms and conditions of the Agreement except as applicable to the TD Service hereunder, and (iii) in the event of any inconsistent or contradictory terms between the Agreement and this TDS Service Attachment, the terms of this TDS Service Attachment shall control with respect to the TD Service.

**1. TRAFFIC DATA SERVICES OVERVIEW:** The TD Service provided by CONSULTANT and its third-party vendors leverages wireless network data and traffic analytic capabilities to develop and analyze near real-time traffic-related information to create reports from such traffic analytics for viewing by the CITY and to permit CITY to access and analyze such aggregated data via a web-based portal. As further described in the SOW, the TD Service consists of (1) the development of traffic patterns for defined traffic area(s), (2) the collection of traffic-related data for defined traffic areas which are collected and analyzed to develop traffic reports, and (3) the web-based portal (“Portal”) which allows the CITY to access the collected data and reports. Additional details regarding the TD Service are included in the Statement of Work (“SOW”) attached hereto.

**2. PROVISION OF TD SERVICE:** CONSULTANT shall make the TD Service available to CITY pursuant to this TDS Service Attachment and the applicable SOW during the TDS Service Attachment Term through the Portal. CONSULTANT will provide CITY with a URL and login credentials to the Portal, through which CITY can access and view reports regarding traffic conditions at designated traffic areas identified in the applicable SOW. CONSULTANT will provide CITY with an initial user name and password after which CITY is solely responsible for all control, management, dissemination of and creation of new user credentials. CITY shall permit access to the Portal only by individuals who are authorized by CITY to use the TD Service and who have been supplied the user credentials by CITY (“User(s)”). Users may include employees, consultants, contractors and agents of CITY. CITY shall be liable for the acts and omissions of its Users (and any unauthorized users accessing the TD Service by or through CITY and its information systems) as if such acts or omissions were taken (or omitted to be taken) by CITY directly.

**3. DEPLOYMENT:** For each TD Service ordered by CITY, CONSULTANT will provide CITY written notice indicating the date the Portal will contain the initial set of traffic data Deliverables (as defined in Section 6 below) ordered by the CITY (the “In-Service Date”) which shall occur, as applicable, following the provision of User credentials to CITY and the completion of Professional Services (as described in Section 4 below).

#### **4. PROFESSIONAL SERVICES:**

**Overview:** The TD Service may include technical and consultative services, including drive tests, configuration, system testing and training (“Professional Services”) as set forth in the applicable SOW. CONSULTANT controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants).

**Deployment:** For Professional Services which are required as part of supplying the TD Service, the “In-Service Date” shall be the “In-Service Date” for the TD Service as described in Section 2 above. If Professional Services are ordered separately by the CITY, then CONSULTANT will provide CITY written

notice indicating the date such Professional Services are complete and such date shall be considered the "In-Service Date" for the Professional Services.

**5. PRICING:** CONSULTANT will provide CITY the TD Service at the pricing set forth in the applicable SOW, which may include monthly fees, one-time fees, recurring, nonrecurring work time (per hour), materials, travel, lodging, shipping, handling, insurance, and other charges, as provided in the SOW. Unless otherwise agreed in the SOW, CITY shall be invoiced for the TD Service and Professional Services upon the In-Service Date for each TD Service and Professional Services ordered by CITY.

**6. INTELLECTUAL PROPERTY AND DELIVERABLES:** CONSULTANT and its suppliers own all intellectual property rights in the TD Service and its devices, components, platform, software, tools, Portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by CONSULTANT. Subject to this TDS Service Attachment and all terms and conditions located on the Portal, CONSULTANT grants to CITY a personal, revocable, limited, nonexclusive, non-transferable, non-sub-licensable license, during the TDS Service Attachment Term and any renewal term, to access and use the TD Service solely for internal business use. Except as expressly granted herein, CITY receives no ownership, license or other interest in or to any intellectual property created or delivered by CONSULTANT, whether in connection with its provision of the TD Service, performance of this TDS Service Attachment or otherwise. CONSULTANT shall have a royalty-free, world-wide, transferable, sub licensable, irrevocable, perpetual license to use or incorporate into the TD Service or other products any suggestions, enhancement requests, recommendations or other feedback provided by CITY or its Users relating to the operation of the TD Service. CONSULTANT may from time to time provide CITY with reports and/or documentation pursuant to a SOW and/or TD Services order placed by CITY ("Deliverable(s)"). CONSULTANT shall retain ownership, including all intellectual property rights, in and to any and all (i) portions of any Deliverable that are not unique to CITY and first created by CONSULTANT in the performance of this TDS Service Attachment specifically for, and actually delivered to, CITY, and (ii) all underlying materials owned by CONSULTANT that are incorporated into any Deliverable (i.e., all pre-existing intellectual property, any materials developed other than as part of the TD Service, such as templates, forms, underlying methodologies) (collectively "CONSULTANT Underlying Materials"). To the extent any CONSULTANT Underlying Materials are incorporated into any Deliverable, CONSULTANT hereby grants to CITY a non-exclusive, royalty-free license to use such CONSULTANT Underlying Materials solely as part of and in connection with the Deliverable and not as a standalone product. The CONSULTANT Underlying Materials shall be subject to the confidentiality obligations found in the Agreement. Subject to the limited license granted to CONSULTANT herein, CITY shall retain ownership in any and all underlying proprietary materials owned by CITY or licensed to CITY from third parties (other than CONSULTANT) that are provided to CONSULTANT and incorporated into any Deliverable (collectively "CITY Underlying Materials"). For the sole purpose of incorporating such materials into any Deliverable and otherwise performing the TD Service, CITY hereby grants to CONSULTANT a non-exclusive, royalty-free license to use the CITY Underlying Materials.

**7. CUSTOMER REPRESENTATIONS, WARRANTIES AND COVENANTS:**

**a.** CITY represents, warrants and covenants to CONSULTANT that it has obtained and will maintain during the TDS Service Attachment Term and any renewal term all permits, orders, approvals, authorizations or similar consents required for CITY to access and use the TD Service.

**b.** CITY represents that it will use the TD Service solely for its internal business purposes as contemplated by this TDS Service Attachment and applicable Statement of Work and shall, in its use of the TD Service, comply with all applicable local, state and national laws, rules and regulations ("Laws").

**c.** CITY represents that it will not, and will not permit any third party to, resell, sublicense, rent, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, decompile or disassemble the TD Service, access the TD Service in order to build a competitive product or service or to copy any ideas, features or functions of the TD Service. CITY shall use commercially reasonable



efforts to prevent any unauthorized access to, or use of, the TD Service and shall notify CONSULTANT promptly of any unauthorized access or use.

**8. CUSTOMER DATA:**

a. CITY represents and warrants that it owns all rights, title, and interest in and to, or has a license for and the right to allow CONSULTANT to access and use any CITY Data furnished by CITY to CONSULTANT, and assumes the sole responsibility for the accuracy of the CITY Data. CITY approves and grants to CONSULTANT, its affiliates and contractors the nonexclusive, fully paid-up, transferable license, and right to collect, access and use CITY Data including to analyze, monitor, measure, maintain, and optimize the performance of the TD Service, provide updates, and develop new offerings and to enforce the TDS Service Attachment. "CITY Data" shall mean CITY's proprietary data and other non-public information provided by CITY and collected by CONSULTANT as part of the TD Service. By using the TD Service, CITY consents to CONSULTANT's collection and use of information in this way and to the terms of the CONSULTANT Privacy Policy which can be found at <https://www.verizon.com/about/privacy/>.

b. CITY acknowledges and agrees that the Services may be provided by, and its information accessed and/or stored by, resources located within and outside the United States and consents to such access and storage of its information.

**9. INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its and their respective employees, officers, directors, agents, and suppliers from and against any losses, liabilities, damages, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and allocable cost of in-house counsel) resulting from or arising out of or relating to a party's (a) non-compliance with Laws, or (b) breach of any representation, warranty or covenant herein.

**10. TERM AND TERMINATION:** The term of this TDS Service Attachment will begin on the date both parties sign the Agreement ("Service Effective Date") and unless earlier terminated, per the terms herein, shall remain in effect until the termination or expiration of the last remaining SOW (the "TDS Service Attachment Term"). VERIZON WIRELESS will provide reasonable notice and a reasonable cure period, not to exceed 30 days, before limiting, suspending or cancelling CUSTOMER'S ACCESS TO OR USE OF THE TD SERVICE IF CUSTOMER BREACHES THE TERMS AND CONDITIONS HEREIN. Notwithstanding the foregoing, while access to the Portal shall no longer be available to the CITY upon termination or expiration of this TDS Service Attachment, CITY may continue to use all written traffic reports previously delivered in tangible form to CITY.

**11. DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VERIZON WIRELESS PROVIDES THE TD SERVICE "AS IS" AND 'AS AVAILABLE' AND DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICES SHALL BE ERROR-FREE OR COMPLETELY SECURE.

**12. DISCLAIMER OF CERTAIN DAMAGES/LIMITATION OF LIABILITY:** VERIZON WIRELESS DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR OTHERWISE) OF ITS PLATFORM, PORTAL, SYSTEM AND/OR SERVICES. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR CUSTOMER OWNED EQUIPMENT. OTHER THAN FOR INDEMNIFICATION OR PAYMENT OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY FOR CLAIMS AND DAMAGES IN CONNECTION WITH THIS TDS SERVICE ATTACHMENT IS LIMITED TO THE LESSER OF (I) DIRECT DAMAGES PROVEN BY THE OTHER PARTY OR (II) THE AMOUNT OF

FEES OR CHARGES PAID TO VERIZON WIRELESS FOR THE SERVICE DURING THE 12-MONTH PERIOD BEFORE THE DATE ON WHICH ANY CLAIM AROSE.

**13. SERVICE MARKS, TRADEMARKS AND NAME:** Except as otherwise expressly set forth herein, neither CONSULTANT nor CITY may: (a) use any name, logo, service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

**14. INSURANCE:** CITY shall maintain, during the term of this Agreement, at its own expense, the following insurance with commercially reasonable deductibles or retentions: (a) Commercial General Liability Insurance on an occurrence form (including, but not limited to, premises-operations, third party property damage, contractual liability, independent contractors, personal/advertising injury) with limits of at least \$1,000,000 combined single limit coverage for each occurrence and (b) Professional Liability (Errors and Omissions) with limits not less than \$1,000,000 per claim. The insuring carriers shall be rated at least A- by AM Best. Such policies shall be primary and non-contributory by CONSULTANT and include a waiver of subrogation in favor of CONSULTANT. CONSULTANT shall be named as an additional insured on all general liability policies. CITY shall not cancel or modify any of the above-described policies without CONSULTANT's prior written consent. CITY's insurance program will provide that the insurer or the insured's representative provide CONSULTANT with thirty (30) days' prior written notice of policy cancellation. The fulfillment of the obligations hereunder in no way modifies CITY's obligations to indemnify CONSULTANT under this TDS Service Attachment.

**15. INDEPENDENT CONTRACTORS:** The parties are independent contractors to one another, and nothing in this TDS Service Attachment creates an agency, partnership, or joint venture relationship between them. Nothing in this TDS Service Attachment creates an employer-employee relationship between CITY and either CONSULTANT or any employee or agent of CONSULTANT.

**Attachment 1 - Statement of Work**  
**Sedona AZ TDS**  
**SOW Attachment for services addendum**

**1. Description of project:**

Verizon's Traffic Data Services solution is a fully hosted and managed solution, designed to provide traffic and population movement information, with high spatial and time resolution, for use by customers to better manage transportation systems. These services are delivered thru a secure web-based portal as well as thru a set of well-defined reports referred to as Origin-Destination (OD) reports. The secure web portal provides the customer authenticated access to near real-time, traffic speed and congestion information and also provides access to this same information for historical periods and sub-locales of interest.

As further described in the SOW, the Service consists of:

- (1) The development of cellular signature of roadways and railways for defined routes and area(s),
- (2) The collection and analysis of traffic-related data for defined routes and population movement for defined areas in order to analyze and develop traffic reports and
- (3) The setup of a web-based portal ("Portal") which allows the CITY to access the processed data and reports.
- (4) The setup of travel time feature. Travel times will function on roadways with defined Road Signatures.

**2. Scope:**

- a. Access to a dedicated, web-based traffic analytics tool for viewing, analyzing and integrating high resolution speed data overlaid on a GIS map, in near-real-time or for an agreed historical period, covering the relevant roadways and transit ways listed below
  - i. Oak Creek Canyon AZ: Hwy 89a/Thompson to Sedona 89a/179 Split (5 directional miles)
  - ii. Sedona AZ: 89a/179 Split to Cottonwood 89a/260 Split to Camp Verde 260/I-17 split (30 Directional Miles)
  - iii. Sedona AZ: 89a/179 split to 179/I-17 split to Camp Verde I-17/260 Split (25 Directional Miles)
  - iv. Maps in Appendix I
- b. Access to various types of Origin-Destination reports for a customizable historical window (typically 60-90 days), with optional breakouts for weekday, weekend, special calendar events, locals/visitors, congestion periods, mode of transit, etc. covering the roadways, transit ways and areas listed below
  - i. Zone 1: Flagstaff AZ (I-40 to 89a)
  - ii. Zone 2: Oak Creek Canyon AZ
  - iii. Zone 3: Sedona AZ
  - iv. Zone 4: Cottonwood AZ
  - v. Zone 5: Village of Oak Creek AZ
  - vi. Zone 6: Camp Verde (260/I-17 Split)
  - vii. Zone 7: Anthem AZ (Phoenix/I-17 Traffic)
  - viii. Maps in Appendix I
- c. Should list out the road miles, number of feeders, areas, zones, types of dashboard (real-time and/or historical), types of reports along with report refresh rates
  - i. All Zones 1 miles radius
  - ii. 7 Zones
  - iii. 60 Signature Directional Miles

- iv. 2 feeders
- v. Dashboards: Real time, Historical, Travel times
- vi. 4 O/D reports per year for three years

**3. CITY responsibilities during project:**

CITY shall appoint the following points of contact (POCs) POC to clarify road miles, zone locations and granularity, type of reports and specific report parameters (custom or choice from our offered parameters)

Provide specification of the transportation related problems that they are trying to address with the chosen TDS services

Provide reference information such as counting station baseline values (if available), venue capacity baselines like game day attendance or maximum attendee capacity, sensor data belonging to the customer where available for calibration.

**4. CONSULTANT responsibilities during project:**

CONSULTANT will appoint lead project manager with the following responsibilities

- Serve as CONSULTANT primary POC for the customer during the delivery of the project
- Works with the customer POC to co-ordinate pre-project kick-off meeting
- Facilitates the project kick-off meeting, outlining the implementation timeline and milestones
- Co-ordinates and leads regular project status calls
- Manages project deliverables to customer

Additionally CONSULTANT will ensure that there is sufficient hosting capacity for CITY's data in its datacenters and that the appropriate data feeds from the cellular network are scheduled to feed the TDS service based on project geographic scope.

**5. Project kick-off meeting:**

A project kick-off meeting will cover the following at the minimum

- A review of project scope
  - Inclusions and exclusions (especially as it relates to customizations for OD reports)
  - Evaluation and acceptance criteria related to the metrics provided by TDS analytics
  - Project timelines
  - Success criteria (if different from acceptance criteria)
  - Review of data ownership and termination procedures at the end of the project as applicable
- Stakeholder roles and responsibilities
- Identify and document relevant information such as roadways, zones, locations of interest, time periods of interest
- Select and schedule dates for regular progress meetings

**6. Implementation and Execution:**

In order to execute the project CONSULTANT and/or CITY will do the following

- CONSULTANT will
  - Work with customer to design and finalize requirements based on currently launched capabilities of the solution and then begin engineering and delivery work as per the relevant milestones described below
    1. Milestone-1 - Negotiate and finalize contracts between respective parties including CITY, Verizon and Cellint - Verizon Partner for Traffic Data Services solution.
    2. Milestone-2 - Enable cloud infrastructure to start data collection from the Real Time Tool Proxy Gateways (RTTPG's) located in the Verizon Mobile Switching Centers (MSC).
    3. Milestone-3 - Turn on data feeds from the Verizon MSC's.

- 4. Milestone-4 - Perform drive tests to collect and record road signatures. Tune road signatures where required.
- 5. Milestone-5 - Perform internal data analysis and validation.
- 6. Milestone-6 - Provide traffic congestion insights for the customer including enabling near real-time feeds, enabling access to historic data and enabling XML interface feeds.
  - Provide user training for customer via a webex session not to exceed 2 hours
  - Provide support procedures for the customer to use as needed during the term of the service
  - Monitor and assess performance of the service and take necessary steps to remediate any issues causing deviation from the agreed TDS service SLA
  - CONSULTANT will create and issue to the CITY, up to 5 user login credentials if the user has purchased the online dashboard service.
- CITY will:
  - Work collaboratively with CONSULTANT to clarify all requirements and where appropriate, supply information needed to execute the project and later to be involved in testing and acceptance.

**7. Administrative, project management and business relationship:**

- Regular (as agreed by both parties during kick-off) progress meetings will be held to review preparation and development work, testing results, success factors, issues and next steps.
- Primary contacts for communication and support for both CONSULTANT and CITY are:
  - CONSULTANT: Jimmy Kim, Senior Manager – Business Development; Longene Leonard, Solution Architect
  - CITY: Stephen Craver
- Upon completion of a successful implementation, customer agrees to be a reference customer and collaborate in a case study and/or whitepaper on TDS

**8. Conditions:**

- CITY is responsible for internet access from their locations, if they need to access the TDS web portal
- CITY will make its personnel available to support the service as necessary
- CITY will co-ordinate and complete CITY tasks on a timely basis per the communicated timelines
- CONSULTANT will not provide any customization of the speed dashboards
- CONSULTANT will provide some level of customization for the OD reports based on agreed parameters in contract
- Upon completion of the setup of the speed dashboards or OD reports, CONSULTANT will provide service remotely and no on-site personnel will be used to provide such service. Support will be provided via a dedicated toll free number, Monday through Friday, between 8AM and 8PM Eastern Time.

**9. Additional service conditions:** ...all about customer acknowledging that CONSULTANT will be monitoring the backed service infrastructure running in AWS and in its own NEC's and making security credential related updates to meet the terms of the SOW (such as extending or terminating online access based on contract)

**10. Rates and Charges:**

1st year for the overall TDS: (Required)  
 ITM-Cell-OD-HW-WD  
 ITM-Cell-OD-HW-WE

ITM-Cell-OD-LOCVS-WD  
ITM-Cell-OD-LOCVS-WE  
ITM-Cell-OD-YRLY  
ITM-Cell-RT  
ITM-Cell-Speed-Hist

**Total for first year: \$50,000.00**

Each of the following years for TDS (Year 2 and 3)

ITM-Cell-OD-RFRSH  
ITM-Cell-RT-MAINT  
ITM-Cell-SpdHst-RFRSH

**Total per year: \$28,779.00**

**11. IT requirements:**

CITY environment for accessing the TDS portal or using the OD reports, must be based on industry standard productivity tools like web browsers (Chrome preferred) and document processors like MS-Word, Adobe Acrobat reader, MS-Excel. Such productivity tools are expected to be at the latest version and patch levels as currently practiced in the industry.

**12. Term of SOW:**

Total term is 3 years. Based on agreement execution by September 30, 2018, the agreement will commence January 1, 2019 and terminate on December 31, 2021.

- i. Dashboard will include real time and historic travel time, real time and historic speed.
- ii. 4 O/D reports per year, starting in January, 2019 for the seven O/D zones.
- iii. Congestion reports starting in January, 2019.

**13. Expiration of pricing:**

- a. The pricing provided in Section 10 - "Rates and charges" of this SOW is valid for 60 (sixty) days from August 10, 2018. CONSULTANT and CITY must have a valid subcontract in place prior to the pricing expiration date to guarantee the prices quoted herein.

**14. Change Request and Change Orders:**

- a. The parties agree to discuss any changes to the Services requested by a party. CONSULTANT will, to the extent it deems feasible and reasonable, comply with any proposed changes in the Services under the SOW requested by CITY. All such changes (each, a "Change Order") shall be documented. No Change Order will become effective, and no changes in the Services will be initiated, until the Change Order has been accepted by both parties. If changes result in an increase or decrease in price or time needed for performance, such adjustments will be reflected in a written Change Order. All changes to this SOW, including Change Orders, must be mutually agreed to in writing by CONSULTANT and CITY and signed as an amendment to this SOW.

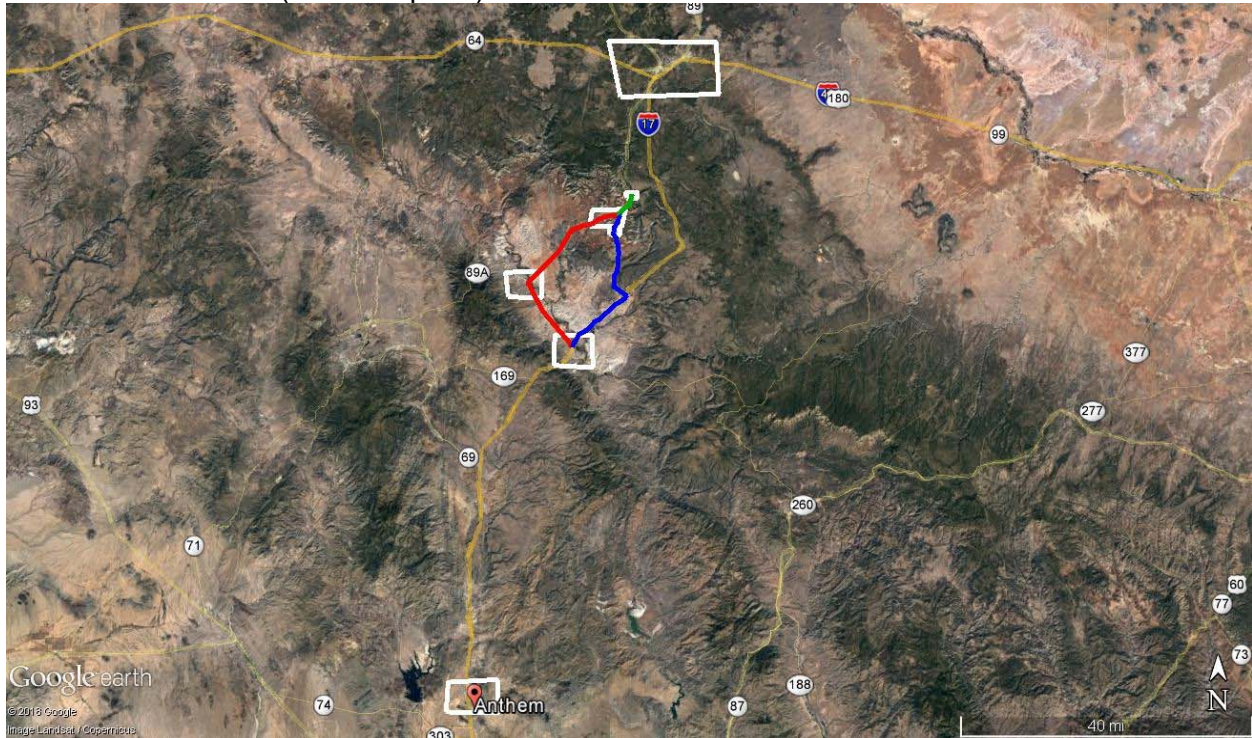
IN WITNESS WHEREOF, the parties have entered into this Statement of Work as of the Effective Date.

<b>SIGNATURES</b>	
<b>CITY</b>	<b>VERIZON WIRELESS</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

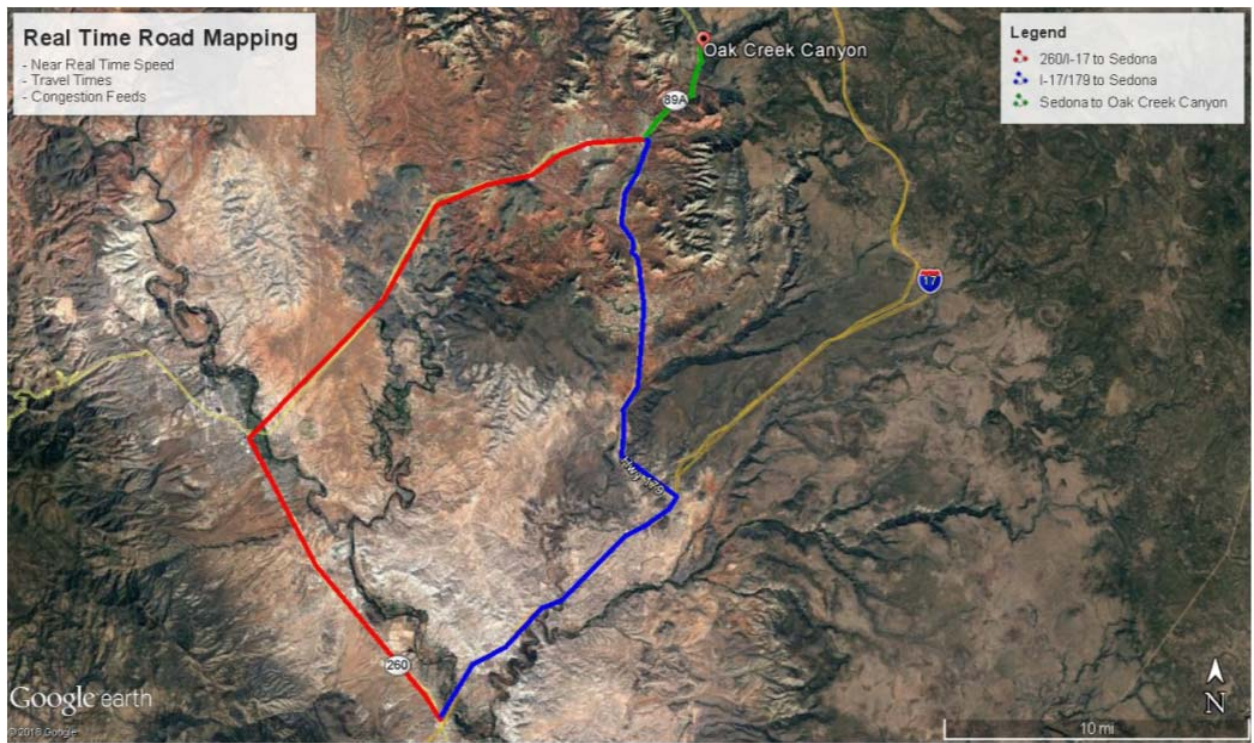
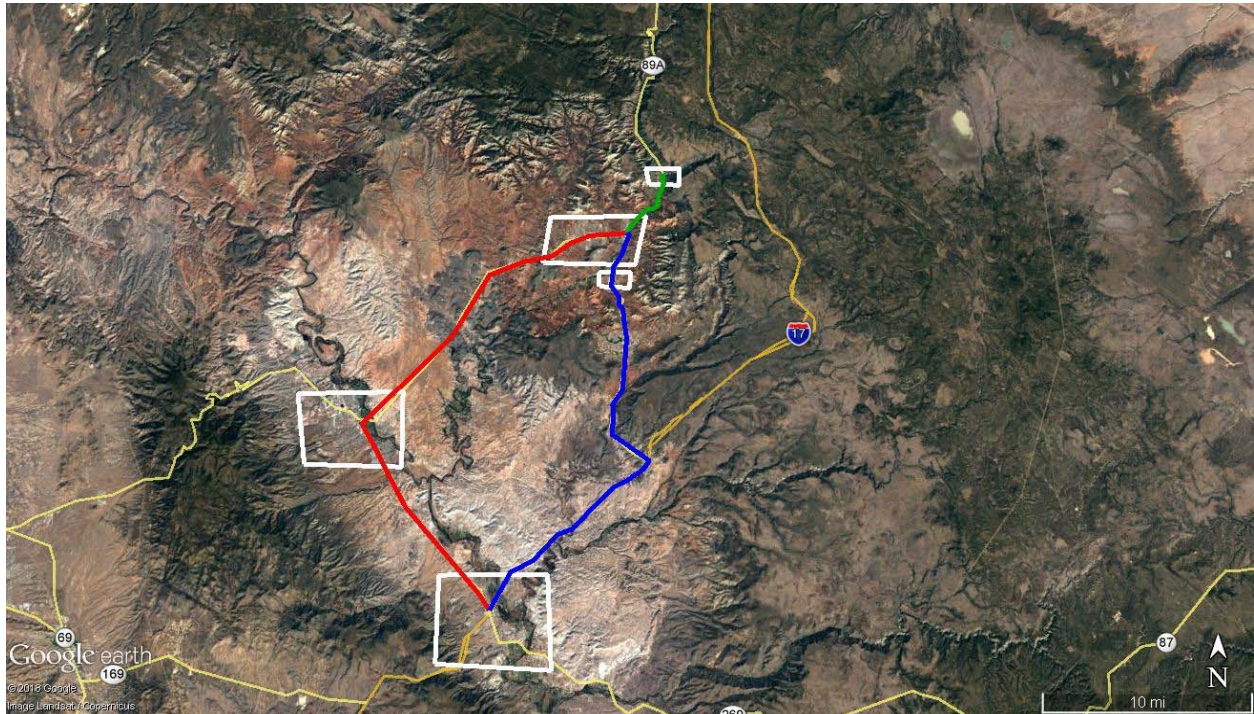
## Appendix 1 (Details of the geographic scope of project)

The geographic scope of the project includes:

- 1) List of all roads and mass transit routes covered under the scope of the agreement:
  - i. Oak Creek Canyon AZ: Hwy 89a/Thompson to Sedona 89a/179 Split (5 directional miles)
  - ii. Sedona AZ: 89a/179 Split to Cottonwood 89a/260 Split to Camp Verde 260/I-17 split (30 Directional Miles)
  - iii. Sedona AZ: 89a/179 split to 179/I-17 split to Camp Verde I-17/260 Split (25 Directional Miles)
- 2) Insert a GIS accurate map of the areas of interest and highlight roads (for speed data) and/or zones (for OD reports)







**End of SOW**

**EXHIBIT C**

**PARTICIPATION IN BOYCOTT OF ISRAEL**

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the municipalities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393 this form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

As defined by A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code Section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the State Treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the State Treasurer or a retirement system, if the State Treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this Section.
  - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
6. "Public fund" means the State Treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to Title 38.

**All offerors must select one of the following:**

X \_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393. I understand that my entire response will become public record in accordance with A.R.S. §39-101 et seq.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.

By submitting this response, proposer agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Cellco Partnership d/b/a Verizon Wireless  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

One Verizon Way  
Address

Todd Loccisano  
Printed Name

Basking Ridge                      NJ                      07920  
City                                      State                                      Zip

Executive Director – Enterprise & Government Contracts  
Title



**CITY COUNCIL  
AGENDA BILL**

**AB 2418  
September 11, 2018  
Regular Business**

**Agenda Item:** 8d  
**Proposed Action & Subject:** Discussion/possible action regarding a Resolution approving the canvass of the City's Primary Election held on August 28, 2018.

<b>Department</b>	City Clerk
<b>Time to Present</b>	5 minutes
<b>Total Time for Item</b>	15 minutes
<b>Other Council Meetings</b>	N/A
<b>Exhibits</b>	A. Resolution (incomplete)

City Attorney Approval	Reviewed 9/3/18 RLP	<b>Expenditure Required</b>	\$ 0
City Manager's Recommendation	Approve a resolution declaring and adopting the primary election results.	<b>Amount Budgeted</b>	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

**SUMMARY STATEMENT**

**Background:** On August 28, 2018, the City of Sedona held a Primary Election. A.R.S. § 16-643 requires that all election returns be made public by determining the vote for each person voted for and the vote for and against each referred measure appearing upon the ballot at the election. The Primary Election was for the Mayoral seat for two years, three City Council seats for four-year terms, and one City Council seat for a two-year term. Proposition 444, a Resolution proposing an extension of the Alternative Expenditure Limitation (Home Rule Option) for the City of Sedona, was also considered at this election.

Unofficial final election results have been posted to the websites of Coconino and Yavapai counties, but they have not been sent with all of the final statistics. An updated Resolution will be sent out to Council once these results are received. Five candidates, Mayor, Councilor 4-year term (3 seats), and Councilor 2-year term received enough votes at the Primary Election to be elected without going forward to the General Election. These candidates will be issued Certificates of Election. Proposition 444 was also approved by a large margin. In order for these election results to become official, they need to be read into the City's record.

**Community Plan Compliant:**  Yes -  No -  Not Applicable

**Board/Commission Recommendation:** Applicable - Not Applicable

**Alternative(s):** None

**MOTION**

**I move to:** approve Resolution No. 2018-\_\_\_, a resolution of the Mayor and Council of the City of Sedona, Arizona declaring and adopting the results of the Primary Election held on August 28, 2018.



**RESOLUTION NO. 2018-\_\_**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA  
DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON  
AUGUST 28, 2018.**

WHEREAS, the City of Sedona, Arizona held a Primary Election on the 28<sup>th</sup> day of August, 2018 for the nomination/election of a Mayor, three (3) Councilors for a four-year term, and one (1) Councilor for a two-year term, and for consideration of Proposition 444; and

WHEREAS, the election returns have been presented to and have been canvassed by the City Council as shown in the attached Exhibits A & B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sedona, Arizona, as follows:

Section 1. That the total number of ballots cast at said Primary Election, as shown by the Election Summary Reports, was 4,182.

Section 2. That, due to the passage of consolidated election legislation, Coconino and Yavapai Counties are not able to provide the number of ballots to be verified or the number of ballots rejected at the municipal level.

Section 3. That the votes cast for Mayor were as follows:

<b>MAYORAL CANDIDATE</b>	<b>VOTE TOTAL</b>
CONRAD, PETE	911
MORIARTY, SANDRA J. "SANDY"	2,136
TONSICH, TONY	885
WRITE-IN VOTES (NOT QUALIFIED)	7

Section 4. That the votes cast for Councilors for the four-year term were as follows:

<b>COUNCIL CANDIDATE</b>	<b>VOTE TOTAL</b>
CHISHOLM, BILL	1,669
DELINSKI, BROCK	824
HOWES HUDSON, JANICE	2,006
JABLOW, SCOTT	1,880
JULIAN, NOELLE	1,576
TARDIO, SALVATORE "SAM"	1,341
WEIS, JIM	519
WRITE-IN VOTES (NOT QUALIFIED)	35

Section 5. That the votes cast for Councilors for the two-year term were as follows:

<b>COUNCIL CANDIDATE</b>	<b>VOTE TOTAL</b>
WARD, MIKE	1,770
WILLIAMSON, JESSICA	1,916
WRITE-IN VOTES (NOT QUALIFIED)	6

Section 6. That the votes cast for Proposition 444, a Resolution proposing an extension of the

Alternative Expenditure Limitation (Home Rule Option) for the City of Sedona, were as follows:

<b>PROPOSITION 444</b>	<b>VOTE TOTAL</b>	<b>PERCENT OF VOTES</b>
YES	2,739	67.30%
NO	1,331	32.70%

Section 7. That it is hereby found, determined, and declared of record that the following five (5) candidates did receive an adequate number of votes, based on the statutory formula, and are hereby issued certificates of election:

<b>NAME</b>	<b>OFFICE</b>	<b>TOTAL VOTES RECEIVED</b>	<b>NUMBER OF VOTES REQUIRED</b>
MORIARTY, SANDRA J. "SANDY"	MAYOR	2,136	1,966
CHISHOLM, BILL	COUNCILOR 4-YEAR TERM	1,669	1,636
HOWES HUDSON, JANICE	COUNCILOR 4-YEAR TERM	2,006	1,636
JABLOW, SCOTT	COUNCILOR 4-YEAR TERM	1,880	1,636
WILLIAMSON, JESSICA	COUNCILOR 2-YEAR TERM	1,916	1,843

Section 8. That it is hereby found, determined and declared of record, that Proposition 444 was approved by the electors of the City voting at said Primary Election.

Section 9. That this Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 11<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert L. Pickels, Jr., City Attorney

Election Summary Report  
 2018 Primary Election  
 Summary For CITY OF SEDONA, All Counters, City of Sedona  
 FINAL RESULTS

Date:09/04/18  
 Time:11:45:31  
 Page:1 of 1

Registered Voters 2232 - Cards Cast 1278 57.26%

Num. Report Precinct 2 - Num. Reporting 2 100.00%

MAYOR - CITY OF SEDONA		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	1278/2033	62.9 %
Total Votes	1210	
CONRAD, PETE	268	22.15%
<b>MORIARTY, SANDRA J.</b>	619	51.16%
TONSICH, TONY	320	26.45%
Write-in Votes	3	0.25%

COUNCILMEMBER - CITY OF SEDONA (4-Y TERM)		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	1278/2033	62.9 %
Total Votes	3037	
<b>CHISHOLM, BILL</b>	551	18.14%
DELINSKI, BROCK	248	8.17%
<b>HOWES HUDSON, JANICE</b>	600	19.76%
<b>JABLOW, SCOTT</b>	575	18.93%
JULIAN, NOELLE	472	15.54%
TARDIO, SALVATORE	429	14.13%
WEIS, JIM	159	5.24%
Write-in Votes	3	0.10%

COUNCILMEMBER - CITY OF SEDONA (2-Y TERM)		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	1278/2033	62.9 %
Total Votes	1145	
<b>WARD, MIKE</b>	589	51.44%
WILLIAMSON, JESSICA	556	48.56%
Write-in Votes	0	0.00%

PROPOSITION 444 - EXTENSION ALT EXPENDITURE LIM (SEDONA)		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Times Counted	1278/2033	62.9 %
Total Votes	1227	
<b>YES</b>	795	64.79%
NO	432	35.21%

Registered Voters 4,950 - Total Ballots 2,904 : 58.67%

SEDONA MAYOR: 2-YEAR TERM ( NON PARTISAN )		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	2,729	
CONRAD, PETE	643	23.56%
MORIARTY, SANDRA "SANDY" J	1,517	55.59%
TONSICH, TONY	565	20.70%
Write-In	4	0.15%

SEDONA COUNCIL MEMBER: 2-YEAR TERM ( NON PARTISAN )		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	2,547	
WARD, MIKE	1,181	46.37%
WILLIAMSON, JESSICA	1,360	53.40%
Write-In	6	0.24%

SEDONA COUNCIL MEMBER: 4-YEAR TERM ( NON PARTISAN )		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 3		
Total Votes	6,813	
CHISHOLM, BILL	1,118	16.41%
DELINSKI, BROCK	576	8.45%
HOWES HUDSON, JANICE	1,406	20.64%
JABLOW, SCOTT	1,305	19.15%
JULIAN, NOELLE	1,104	16.20%
TARDIO, SALVATORE "SAM"	912	13.39%
WEIS, JIM	360	5.28%
Write-In	32	0.47%

CITY OF SEDONA - PROPOSITION 444		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	2,843	
YES	1,944	68.38%
NO	899	31.62%