

# AGENDA

# 4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, OCTOBER 23, 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

## 3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT = 

- a. Minutes - October 9, 2018 City Council Special Meeting. 
- b. Minutes - October 9, 2018 City Council Regular Meeting. 
- c. Minutes - October 10, 2018 City Council Special Meeting. 
- d. Minutes - October 11, 2018 City Council Special Meeting. 
- e. AB 2433 Approval of amendment to the employment agreement between the City of Sedona and Justin Clifton, City Manager. 

## 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. Swearing in of Police Sergeant Laura Leon.

## 8. REGULAR BUSINESS

- a. AB 2421 **Discussion/possible action** regarding a Resolution approving a new Collection Agreement between the City of Sedona and the US Forest Service allowing the City to provide funding to the US Forest Service for construction, improvements, and maintenance of the non-motorized trail system in and around the Sedona area. 
- b. AB 2431 **Discussion/possible action** regarding a resolution and ordinance amending the Sedona City Code Chapter 5.05 (Business Licensing) to eliminate the license requirement for businesses outside of the City limits except for temporary special events and to make other minor clerical clarifications. 
- c. AB 2434 **Discussion/possible action** regarding a resolution authorizing an Intergovernmental Agreement between the City of Sedona and the State of Arizona for Sedona In Motion Strategy 4, Intersection of SR 179 & SR 89A Bypass Lanes. 
- d. **Reports/discussion** on Council assignments.
- e. **Discussion/possible action** on future meeting/agenda items.

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

### 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

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.

**Action Minutes**  
**Special City Council Meeting - Executive Session**  
**Vultee Conference Room, Sedona City Hall,**  
**106 Roadrunner Drive, Sedona, Arizona**  
**Tuesday, October 9, 2018, 3:15 p.m.**

**1. Call to Order**

Mayor Moriarty called the meeting to order at 3:15 p.m.

**2. Roll Call**

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

**Staff in attendance:** City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., City Engineer/Public Works Director Andy Dickey, Wastewater Manager Roxanne Holland, City Clerk Susan Irvine.

**3. Executive Session**

**Motion: Councilor Thompson moved to enter into Executive Session at 3:16 p.m. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Currivan, Jablow, Lamkin, 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 with the City Attorney to consider the City's position and instruct its attorney regarding the City's position on an Intergovernmental Agreement between the City of Sedona and the Yavapai-Apache Nation concerning an option to purchase effluent from the City's wastewater treatment facility. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(4).**
- b. **Discussion and consultation with the City Attorney to consider the City's position and instruct its attorney regarding the City's position on a settlement agreement that is the subject of negotiation between the City of Sedona and Oak Creek Mobilodge concerning historical pumping of wastewater from Oak Creek Mobilodge and future connection to the City's wastewater collection system. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(4).**
- c. **Return to open session. Discussion/possible action on executive session items.**

**4. Adjournment**

**Mayor Moriarty adjourned the meeting at 3:52 p.m.**

**I certify that the above are the true and correct actions of the Special City Council Meeting held on October 9, 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, October 9, 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 Tom Lamkin, Councilor Jon Thompson, and Councilor Jessica Williamson.

**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, Associate Engineer James Crowley, Assistant Engineer Ryan Mortillaro, Wastewater Manager Roxanne Holland, Senior Planner Mike Raber, Lieutenant Stephanie Foley, Police Administrative Assistant Sherri O'Connor, Police Records Clerk Heidi Videto, City Clerk Susan Irvine.

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

A video of the City's Vision was played.

Karen Osburn introduced FAWX Music, a new and upcoming band featuring Danielle Glick, Randy Mandolin, and Gamble Wes who performed the song "Hallelujah".

**3. Consent Items**

- a. **Minutes - September 25, 2018 City Council Regular Meeting.**
- b. **Minutes - September 26, 2018 City Council Special Meeting.**
- c. **Minutes - September 27, 2018 City Council Special Meeting.**
- d. **Approval of Proclamation, Sedona Kindness Day, November 13, 2018.**
- e. **AB 2425 Approval of a Resolution authorizing an Intergovernmental Agreement between the City of Sedona and the Yavapai-Apache Nation regarding an option to purchase effluent from the City's wastewater treatment facility.**
- f. **AB 2426 Approval of a Settlement Agreement between the City of Sedona and Oak Creek Mobilodge regarding historic pumping of wastewater from Oak Creek Mobilodge and future connection to the City's wastewater collection system.**
- g. **AB 2427 Approval of award of a Professional Services Contract with Carollo Engineers, Inc. in the approximate amount of \$110,852 for design services for the WWRP Tertiary Filter Improvements Project.**
- h. **AB 2430 Approval of changes to Rules 5.B.2. and 5.D.1. of the City Council Rules of Procedure and Policies.**

Item 3h was pulled at the request of Councilor Currivan.

**Motion: Councilor Currivan moved to approve consent items 3a, 3b, 3c, 3d, 3e, 3f, and 3g. Seconded by Councilor Lamkin. Vote: Motion carried unanimously with**

**seven (7) in favor (Moriarty, Martinez, Currivan, Jablow, Lamkin, Thompson, and Williamson) and zero (0) opposed.**

**Pulled Consent Items –**

**3h – AB 2430 Approval of changes to Rules 5.B.2. and 5.D.1. of the City Council Rules of Procedure and Policies.**

Questions and comments from Council.

**Motion: Councilor Williamson moved to approve the amendments to Rules 5.B.2. and 5.D.1. of the City Council Rules of Procedure and Policies as shown on Exhibit A. Seconded by Councilor Jablow. Vote: Motion carried with five (5) in favor (Moriarty, Martinez, Jablow, Thompson, and Williamson) and two (2) opposed (Currivan and Lamkin).**

**4. Appointments – None.**

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

Vice Mayor Martinez advised that Friday, October 12<sup>th</sup> will be the first of four Red Dirt Concerts beginning at 5:00 p.m. at the Posse Grounds Pavilion. October 20<sup>th</sup> is the annual Pumpkin Splash from 1:00 to 5:00 p.m., and tickets are on sale now. Councilor Williamson stated that the Library celebrating their 60<sup>th</sup> Anniversary and burying a time capsule on October 20<sup>th</sup> at 11:30 a.m. Councilor Thompson advised that Yavapai College will host a program about the bipolarization of our political environment called “Bipartisanship in the U.S. Congress” on October 11<sup>th</sup> from 10:45 a.m. to 12:15 p.m. with Representative Tom O’Halloran speaking. The Verde Valley Caregivers Coalition will host their 6<sup>th</sup> annual gala on November 9<sup>th</sup> from 5:00 to 9:00 p.m. at Enchantment Resort. Councilor Williamson stated that Flagstaff is giving a presentation about their Climate Adaptation Plan on November 10<sup>th</sup> from 6:00 to 7:00 p.m. at Yavapai college in Clarkdale. Justin Clifton advised that Oktoberfest will take place at Posse Grounds Park on October 20<sup>th</sup> beginning at 4:00 p.m. Mayor Moriarty stated that the Sedona Fire District will host Open Houses on October 13<sup>th</sup> with pancakes at Station 1 from 9:00 to 11:00 a.m. and hot dogs at Station 3 from 12:00 to 2 p.m.

**6. Public Forum**

Sheila Runke, Sedona, thanked the Council for “catching up” and sang an original song.

**7. Proclamations, Recognitions, and Awards**

**a. Presentation of Proclamation, Sedona Kindness Day, November 13, 2018.**

Mayor Moriarty read the Proclamation and presented it to Jawn McKinley. Ms. McKinley thanked the City Council for the recognition and spoke about their upcoming events.

**8. Regular Business**

**a. AB 2428 Discussion/possible direction regarding a request for comments from the City Council as a referral agency to Yavapai County regarding a proposal to change the zoning and zoning map for an approximately 172-acre parcel located west of Sedona for the development of a senior-oriented Manufactured Home and Recreational Vehicle Community known as Rojo Grande Sedona.**

Introduction by Karen Osburn. Questions answered by Rod Jarvis, Luis Gonzales, and Michael Blank on behalf of the applicant, Equity Lifestyle Properties. Comments from Yavapai County Supervisor Randy Garrison.

Questions from Council.

Opened to the public at 6:14 p.m.

The following spoke in opposition to this item: Beverly Black, Sedona, John Black, Sedona, Debra Duffy, Sedona, Janet Fagan, Sedona, Trish Jahnke, Yavapai County, Dan Dagget, Yavapai County, and Brian Myers, Sedona.

Brought back to Council at 6:33 p.m.

Further questions and comments from Council.

**By majority consensus, Council directed staff to forward comments and concerns to Yavapai County including: density, lack of rural character, traffic impacts, desire for a shuttle, restrictions on short-term rentals, absence of green building practices, diversity of housing (to include workforce housing), and affordable housing.**

**Break at 7:18 p.m. Reconvened at 7:38 p.m.**

**b. AB 2429 Discussion/possible direction regarding the 30th anniversary of the incorporation of the City of Sedona on January 4, 1988.**

Presentation by Vice Mayor Martinez.

Questions and comments from Council.

Opened to the public at 7:41 p.m.

The following spoke on this item: Madeleine O'Callaghan, Sedona.

Brought back to Council at 7:45 p.m.

**By majority consensus, Council directed staff to see if this could be incorporated as an understated celebration with an event already scheduled this year or to incorporate something into a Council meeting with cake, comments, and a picture of people who have lived here since the City's incorporation.**

**c. Reports/discussion on Council assignments - None.**

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

Mayor Moriarty advised that there is a work session tomorrow at 3:00 p.m. and Thursday at 8:00 a.m., if necessary.

## **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 7:57 p.m. without objection.

**I certify that the above are the true and correct actions of the Regular City Council Meeting held on October 9, 2018.**

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

\_\_\_\_\_  
Date



**Action Minutes  
Special City Council Meeting  
City Council Chambers, Sedona City Hall,  
102 Roadrunner Drive, Sedona, Arizona  
Wednesday, October 10, 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.

**Roll Call:** Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, Councilor Jessica Williamson.

**Staff Present:** City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., Senior Planner Mike Raber, Associate Engineer James Crowley, Associate Engineer David Peck, Assistant Engineer Ryan Mortillaro, Sustainability Coordinator McKenzie Jones, Community Services Officer Gene "Rock" Kurz, City Clerk Susan Irvine.

**2. Special Business**

**a. AB 2408 Discussion/possible direction regarding the draft Land Development Code and update process.**

Presentation by Mike Raber, Karen Osburn, Robert Pickels, Jr., Justin Clifton, and McKenzie Jones.

Questions from Council.

Additional presentation by Ken Miller Vice President Northern Arizona Organic Beekeepers Association.

Opened to the public at 4:46 p.m.

The following spoke regarding this item: John Patton, Sedona.

Brought back to Council at 4:49 p.m.

Additional presentation by Jeff Schalau County Director/Agent for the University of Arizona Cooperative Extension for Yavapai County.

Questions from Council.

Reopened to the public at 5:25 p.m.

The following spoke regarding this item: John Pecharich, Sedona, Jessica Sierra, Sedona, Iona Altman, Sedona, and Kurt Gehlbach, Sedona.

Brought back to Council at 5:36 p.m.

Additional questions and comments from Council.

**Presentation and discussion only. Discussion continued at 8:00 a.m. on Thursday, October 11, 2018.**

**b. Discussion/possible action on future meeting/agenda items - None.**

**3. 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.

**4. Adjournment**

Mayor Moriarty adjourned the meeting at 6:30 p.m. without objection.

**I certify that the above are the true and correct actions of the Special City Council Meeting held on October 10, 2018.**

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

\_\_\_\_\_  
Date

**Action Minutes  
Special City Council Meeting  
City Council Chambers, Sedona City Hall,  
102 Roadrunner Drive, Sedona, Arizona  
Thursday, October 11, 2018, 8:00 a.m.**

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

Mayor Moriarty called the meeting to order at 8:01 a.m.

**Roll Call:** Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, Councilor Jessica Williamson.

**Staff Present:** City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Jr., Sustainability Coordinator McKenzie Jones, City Clerk Susan Irvine.

**2. Special Business**

**a. AB 2408 Discussion/possible direction regarding the draft Land Development Code and update process.**

Introduction by Karen Osburn, Justin Clifton, Robert Pickels, Jr., and McKenzie Jones.

Questions and comments from Council.

Presentation continued.

Further comments from Council.

**By majority consensus, Council directed staff as follows:**

- **Poultry:**
  - **No minimum lot size**
  - **4 chickens on lots 20,000 square feet and under**
  - **6 chickens on lots greater than 20,000 square feet**
  - **15-foot setback for coops & 25-foot distance to residences**
  - **Poultry is chickens only**
  - **No slaughtering on City property**
  - **No notification requirements**
  - **Initial permit but no licensing**
- **Bees:**
  - **No minimum lot size**
  - **Limit of 2 hives regardless of lot size**
  - **5-foot setback for hives**
  - **Notification requirements by City within 100' of subject property with educational component 15 days prior to location of hives**
  - **No signs**
  - **Access to fresh water required as recommended by Northern Arizona Organic Beekeepers Association**
  - **Initial permit but no licensing**
  - **Initial hive must be from a queen who is docile (as stated in language for requeening)**
  - **Flyaway barriers in compliance with other code requirements.**

**b. Discussion/possible action on future meeting/agenda items - None.**

**3. 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.

**4. Adjournment**

Mayor Moriarty adjourned the meeting at 10:02 a.m. without objection.

**I certify that the above are the true and correct actions of the Special City Council Meeting held on October 11, 2018.**

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

\_\_\_\_\_  
Date



**CITY COUNCIL  
AGENDA BILL**

**AB 2433  
October 23, 2018  
Consent Items**

**Agenda Item:** 3e  
**Proposed Action & Subject:** Approval of amendment of an employment agreement between the City of Sedona and Justin Clifton, City Manager

**Department** City Clerk  
**Time to Present** N/A  
**Total Time for Item**  
**Other Council Meetings** N/A  
**Exhibits** A. Employment Agreement

|                               |                       |  |
|-------------------------------|-----------------------|--|
| City Attorney Approval        | Reviewed 10/16/18 RLP | <b>Expenditure Required</b>  |
|                               |                       | \$ 244,700   |
| City Manager's Recommendation | N/A                   | <b>Amount Budgeted</b>   |
|                               |                       | \$ 253,130   |
|                               |                       | Account No. 10-5220-01-6005, etc.<br>(Description) Salary and benefits |
|                               |                       | Finance Approval <input checked="" type="checkbox"/>                   |

**SUMMARY STATEMENT**

**Background:** City Council conducted an executive session regarding an amendment to the employment contract with Justin Clifton, City Manager, to include a 3% contribution to an education savings or retirement fund.

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

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

**Alternative(s):**

**MOTION**

**I move to:** approve the amendment to the employment agreement between the City of Sedona and Justin Clifton, City Manager.

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# **First Amended and Restated City Manager Employment Agreement**

This Agreement amends and restates the original City Manager Employment Agreement, made and entered into the 19<sup>th</sup> day of March, 2015 and made effective on the 27<sup>th</sup> day of April, 2015 by separate Amendment, by and between the City of Sedona, Arizona, a municipal corporation, (hereinafter called "Employer") and Justin Clifton, (hereinafter called "Employee") an individual who has significant education, training, and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

## **Section 1: Term**

This agreement shall remain in full force in effect from March 19, 2015 until terminated by the Employer or Employee as provided in Section 9, 10, or 11 of this agreement.

## **Section 2: Duties and Authority**

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in Chapter 2.05 of the City of Sedona City Code and to perform other legally permissible and proper duties and functions.

## **Section 3: Compensation and Other Benefits**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$173,250.00, payable in bi-weekly installments in the same manner that the other employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation at the time of Employee's annual review.
- D. Employer shall pay an amount equal to three percent (3%) of Employee's monthly base salary each month into either an education savings fund (529 or similar) or deferred compensation fund (457 or similar) at the election of Employee as communicated to Employer.

## **Section 4: Health, Disability and Life Insurance Benefits**

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his/her dependents based upon Employee's selection of a policy package that is available to other city employees. Employer shall also contribute \$300 per month on behalf of Employee to a family Health Savings Account (HSA).
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.
- C. The Employee will submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician

selected by the Employee, the cost of which shall be paid by the Employer.

- D. The Employer shall pay the amount of premium due for term life insurance in the amount of \$50,000.00. The Employee shall name the beneficiary of the life insurance policy.

### **Section 5: Vacation and Sick Leave**

- A. The Employee shall then accrue flex time at the accrual rates set forth in Section 503 of the Employee Manual.
- B. Employee shall be entitled to 5.2 weeks (208 hours) of annual vacation time which shall accrue at a rate of 8 hours per pay period up to a maximum accrual of 240 hours.
- C. The Employee is entitled to accrue all unused leave in the amounts identified above and, in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all vacation time, executive leave, and other benefits accrued up to the date of such termination.

### **Section 6: Automobile**

The Employee's duties require that he shall have an automobile for City business and such automobile shall be provided by Employee.

- A. Monthly Vehicle Allowance: The Employer agrees to pay to the Employee, during the term of this Agreement \$500.00 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

### **Section 7: Retirement**

Employee will become a member of the Arizona State Retirement System, and Employer shall deduct from Employee's salary those amounts that are required by state law. In addition, Employer shall pay those matching contributions to the Arizona State Retirement System that are required by State law.

### **Section 8: General Business Expenses**

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. This will include but not be limited to the International City Management Association (ICMA) and the Arizona City Management association (ACMA).
- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to



adequately continue the professional development of Employee and to pursue necessary official functions for Employer.

- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits, subject to review by the Sedona City Council and per established budget guidelines.
- E. The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Technology: The Employer shall provide Employee with a computer, software, fax/modem, and cell phone allowance of \$100.00 per month required for the Employee to perform the job and to maintain communication. Any cell phone purchased with the cell phone allowance shall be considered the Employee's personal property.

## **Section 9: Termination**

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens, or legislature acts to amend any provisions of the Sedona City Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.

## **Section 10: Severance**

- A. Severance shall be paid to the Employee when employment is terminated as defined in Section 9.
- B. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six months of salary at the current rate of pay. This severance

shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

- C. The Employee shall also be compensated for all accrued flex leave, vacation time, all paid holidays, and executive leave.
- D. For a maximum period of six months following termination, or until Employee finds other employment, the Employer shall pay the cost to continue the following benefits:
  - 1. Health insurance for the employee and all dependents as provided in Section 4A
  - 2. Life insurance as provided in Section 4D
  - 3. Short-term and long-term disability as provided in Section 4B
  - 4. Car allowance per Section 6A
  - 5. Any other benefits available to all employees.
- E. In the event Employee is terminated for cause or involuntarily resigns his position, then, in that event, Employer shall have no obligation to pay and severance under this section. Termination for cause is defined as those circumstances set forth in the Sedona Employee Manual, Section 412.

### **Section 11: Resignation**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise.

### **Section 12: Disability**

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 10.

### **Section 13: Performance Evaluation**

Employer shall annually review the performance of the Employee during the anniversary month of his start of employment with the City, subject to a process, form, criteria, and format for the evaluation which shall be determined by the Employer. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Any final written evaluation shall be completed and delivered to the Employee within 30 days of the evaluation meeting.

### **Section 14: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

## **Section 15: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities not to exceed 10 hours per month, with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

## **Section 16: Indemnification**

- A. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.
- B. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties.
- C. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.
- D. Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, Employer may settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

## **Section 17: Other Terms and Conditions of Employment**

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

- B. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other (appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Sedona Employee Manual.
- C. After an election, Employer is not allowed to take action to terminate Employee within 90 days of new Council members taking office.

### **Section 18: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 1) EMPLOYER: Mayor of the City of Sedona, 102 Roadrunner Drive, Sedona, AZ, 86336-3710.
- 2) EMPLOYEE: Justin Clifton, [REDACTED] Sedona, AZ 86336.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 19: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date: This Agreement shall become effective on March 18, 2015. However, the Employee's start date when he will begin actual employment with the City and the reference date for purposes of salary compensation and other work-related benefits will be April 27, 2015.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**Section 20: Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

CITY OF SEDONA, a municipal corporation of the State of Arizona

Employee:

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

\_\_\_\_\_  
Justin Clifton

Approved as to Form

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

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**CITY COUNCIL  
AGENDA BILL**

**AB 2421  
October 23, 2018  
Regular Business**

**Agenda Item: 8a**  
**Proposed Action & Subject:** Discussion/possible action regarding a Resolution approving a new Collection Agreement between the City of Sedona and the US Forest Service allowing the City to provide funding to the US Forest Service for construction, improvements, and maintenance of the non-motorized trail system in and around the Sedona area.

|                               |   |
|-------------------------------|---|
| <b>Department</b>             | City Manager's Office   |
| <b>Time to Present</b>        | 20 minutes  |
| <b>Total Time for Item</b>    | 60 minutes  |
| <b>Other Council Meetings</b> | N/A   |
| <b>Exhibits</b>               | A. 2018 Collection Agreement City and USFS<br>B. FY2019 Scope of Work<br>C. FY2019 Collection Agreement Financial Plan<br>D. 2018 RRRD Trails Accomplishment Report<br>E. Resolution for IGA Collection Agreement With USFS |

|                               |  |  |
|-------------------------------|--|--|
| City Attorney Approval        | Reviewed 10/16/18<br>RLP   | <b>Expenditure Required</b>  |
|                               |  | \$ 39,999.90   |
| City Manager's Recommendation | Approve the resolution for the new Collection Agreement between the City of Sedona and Forest Service. | <b>Amount Budgeted</b>   |
|                               |  | \$ 40,000.00   |
|                               |  | Account No. 10-5320-09-6405<br>(Description) Public Works<br>Sustainability Division |
|                               |  | Finance Approval <input checked="" type="checkbox"/>                                 |

**SUMMARY STATEMENT**

**BACKGROUND:** Since the late 1990's, the Forest Service, U.S. Department of Agriculture, Coconino National Forest (USFS), and the City of Sedona have worked together to accomplish the goals of the City's Trails and Urban Pathways Plan and the Forest Service Amendment 12 and improve and maintain the non-motorized trail system located on National Forest System lands adjacent to the City of Sedona.

The USFS wishes to renew the agreement with the City of Sedona that allows for work of mutual benefit on the trail system that surrounds the community. The current agreement expired on October 17, 2018. The purpose of the agreement is to continue the City of Sedona's partnership with the USFS to improve and maintain the non-motorized trail system located on Forest lands adjacent to the City of Sedona.

During the past two decades, the City and USFS have worked together on numerous trail and trailhead projects that have resulted in the trail system that exists today. This trail system benefits the residents' health and welfare along with the City's tourism economy. Under this new collection agreement, the USFS and City will continue to collaborate on projects that meet the needs of the City's residents and visitors for access to and use of the public land trail system.

Future work under this partnership is intended to be used to fund the maintenance of non-motorized trails in and around the Sedona City limits, management of a trail maintenance volunteer program, planning and oversight of trail maintenance volunteer work events, and supervision of volunteer trail patrollers and ambassadors.

**Type of agreement:** Collection Agreement.

**Term:** Five years.

The Financial Plan and Scope of Work for fiscal year 2019 are attached as Exhibits B and C and will be approved as part of this agenda item. The Financial Plans and Scopes of Work for each of the subsequent four years of the Master Collection Agreement will be approved annually by the City Manager. The USFS will provide the City with a written annual accomplishment report, including a summary of expenditures, and proposed Scope of Work for each year of the agreement. Annual reporting is due to the City by September 30<sup>th</sup> of each year. The anticipated work for FY19 includes maintenance and repair of portions of the Dry Creek, Carrol Canyon, Thunder Mountain, Sugarloaf, Adobe Jack, Huckaby, Airport, Hogs, Chapel, and Bell Rock areas. This work will be accomplished by the district trail crew and volunteers. Last year's accomplishment report is attached as Exhibit D.

The intention of this agreement is for the USFS and the City to cooperatively fund the aforementioned future work with six resource specialists (two trail crew supervisors and four trail recreation technicians) for 470 work days. The Agreement provides for the City to convey \$39,999.90 to the USFS for the following:

- \$39,691.10 to support management, supervision, planning and oversight of trail maintenance volunteer program
- \$308.80 for miscellaneous supplies.

The \$39,999.90 from the City represents a 50%/50% cost share with the USFS who will provide the other 50% to fund this program.

The City Council and City's Citizen Budget Work Group during their budget workshops all endorsed and supported the allocation of this funding for this purpose. This funding was included in the Fiscal Year 2019 budget adopted on June 26, 2018.

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

One of the six major vision themes identified in the Community Plan includes Environmental Stewardship (pg. 11 Sedona Community Plan), as a responsible caretaker of one of the world's greatest treasures, and more specifically preserving, protecting, and respecting National Forest Lands (pg. 10 Sedona Community Plan).

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

**Alternative(s):** don't participate with the USFS with trail improvements and maintenance.



**MOTION**

**I move to:** approve Resolution 2018-\_\_ for the IGA Collection Agreement No. 19-CO-11030406-001 between the City of Sedona and the US Forest Service.

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FS Agreement No. 19-CO-11030406-001

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**CITY OF SEDONA, ARIZONA**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE,**  
**U.S. FOREST SERVICE**  
**COCONINO NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between the City of Sedona, hereinafter referred to as “The City”, and the United States Department of Agriculture (USDA), Forest Service, Coconino National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: The City and the U.S. Forest Service have partnered to manage the non-motorized urban trail system within the Sedona area for nearly two decades. Past projects include several miles of trail construction, maintenance and signing, trailhead construction and maintenance, and environmental review. Both parties intend to continue to work together to meet the needs of City residents and area visitors for access to, and use of, the public lands trail system. A new agreement is needed to replace the one that expires on October 17, 2018.

Title: Sedona Urban Trails IV

**I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from The City to the U.S. Forest Service to continue our partnership efforts to provide non-motorized trail opportunities for City residents and visitors to public lands within and surrounding the Sedona area.

**II. THE CITY SHALL:**

- A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.



- D. Provide additional funding each year of the Agreement, if funds are available and approved by the City Council, for continued urban trail maintenance, construction, reconstruction, restoration, or other trail improvements within the Sedona area as proposed by the U.S. Forest Service. The City’s fiscal year cycle is July 1 to June 30 of each year.

**III. THE U.S. FOREST SERVICE SHALL:**

- A. ADVANCE BILLING. The maximum total cost liability to the The City for this agreement is **\$40,000**. The U.S. Forest Service shall bill The City prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead shall not be assessed.

Billing Method: A single lump sum advance bill

Billing must be sent to:

|                                      |
|--------------------------------------|
| Karen Osburn, Assistant City Manager |
| City of Sedona                       |
| 102 Roadrunner Drive                 |
| Sedona, AZ 86336                     |

- B. Perform in accordance with the attached Financial Plan (Attachment A) and proposed Scope of Work (SOW; Attachment B).
- C. Provide all personnel, equipment, and contracting services necessary to complete all work funded under this Agreement.
- D. Provide The City with a written annual accomplishment report, including a summary of expenditures, and a proposed SOW for each year of the agreement for urban trails within the Sedona area. Reporting is due to The City by September 30 of each year.
- E. If requested, provide an oral presentation to The City of the annual accomplishments and plans for the following years’ trail work under this Agreement.
- F. If requested, provide detailed financial documentation of all expenditure of funds provided by The City under this Agreement.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>  | <b>Cooperator Administrative Contact</b>  |
|--|---|
| Karen Osburn, Assistant City Manager<br>City of Sedona<br>102 Roadrunner Drive<br>Sedona, AZ 86336<br>Telephone: 928-203-5067<br>Email: <a href="mailto:kosburn@sedonaaz.gov">kosburn@sedonaaz.gov</a> | Megan McRae, Administrative Assistant<br>City of Sedona<br>102 Roadrunner Drive<br>Sedona, AZ 86336<br>Telephone: 928-203-5198<br>Email: <a href="mailto:mmcrae@sedonaaz.gov">mmcrae@sedonaaz.gov</a> |

**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Program Manager Contact</b>   | <b>U.S. Forest Service Administrative Contact</b>   |
|--|---|
| Adam Barnett, Recreation Program Mgr.<br>Coconino NF, Red Rock Ranger District<br>8375 State Rte. 179 P.O. Box 20429<br>Sedona, AZ 86351 Sedona, AZ 86341<br>Telephone: 928-203-7529<br>FAX: 928-203-7539<br>Email: <a href="mailto:adam Barnett@fs.fed.us">adam Barnett@fs.fed.us</a> | Emily Stoddard, Grants Mgmt Specialist<br>Coconino NF, Supervisor's Office<br>1824 S. Thompson Street<br>Flagstaff, AZ 86001<br>Telephone: 928-527-3477<br>FAX: 928-527-3620<br>Email: <a href="mailto:emilystoddard@fs.fed.us">emilystoddard@fs.fed.us</a> |

B. **REFUNDS.** Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to The City, authorized for use for a new agreement by The City, or waived by The City. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by The City may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to The City.

C. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Red Rock Ranger District of the Coconino National Forest, U.S. Forest Service, Department of Agriculture, and the City of Sedona are working together to maintain and improve local trails..."

The City may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The City is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

D. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been



exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of The City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities and does not by direct reference or implication convey The City's endorsement of the Forest Service products or activities.
- G. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or The City will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To The City, at The City's address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- H. COLLABORATION. The U.S. Forest Service and The City may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize The City's participation in the project.
- I. PROPERTY IMPROVEMENTS. Improvements placed by The City on National Forest System land at the direction or with the approval of the U.S. Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles The City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- J. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with The City's contributions shall become the property of the U.S. Forest Service.



- K. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- L. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should The City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- M. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- N. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through five years from the date of the last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- O. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

---

JUSTIN CLIFTON, City Manager  
City of Sedona, Arizona

Date

---

LAURA JO WEST, Forest Supervisor  
U.S. Forest Service, Coconino National Forest

Date



The authority and format of this agreement have been reviewed and approved for signature.

---

EMILY STODDARD  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**FY 2019 Scope of Work****A. Maintenance of non-motorized trails within the City of Sedona city limits**

Conduct annual maintenance on trails, trailheads, and trail signage in the portion of the Coconino National Forest within city limits. Trail maintenance includes clearing, rocking, brushing, drainage, tread regrading, and repairs to trail structures. Sign maintenance includes replacing damaged or missing signs and posts, graffiti removal, and installation of new signs where needed. Trail locations include portions of the Dry Creek, Carrol Canyon, Thunder Mountain, Sugarloaf, Adobe Jack, Huckaby, Airport, Hogs, Chapel, and Bell Rock areas. This work will be accomplished by the district trail crew and volunteers.

**B. Management of the trail maintenance volunteer program**

Provide training, oversight, logistics support, and project priorities for trail maintenance volunteers from the Sedona area.

**C. Planning and oversight of trail maintenance volunteer work events**

Organize and lead at least 12 volunteer trail maintenance events during the winter trail season.

**D. Supervision of volunteer trail patrollers and ambassadors**

Training and oversight of volunteer trail patrollers who collect information on maintenance needs and assist with providing information to trail users about trail etiquette and safety.

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**Attachment A**

Forest Service Agreement # **19-CO-1103406-001**

Cooperator Agreement #

**Collection Agreement Financial Plan  
Cooperator and FS Contributions**

| COST ELEMENTS and related data                    |                             |                   |                            | Cooperator Contribution | FS Non-Cash Contribution |                    |
|---|-----------------------------|-------------------|----------------------------|-------------------------|--------------------------|--------------------|
| Line Item Cost Subtotals                          |                             |                   |                            | Subtotal                | Subtotal                 | Combined Subtotals |
| <b>PERSONNEL</b>                                  |                             |                   |                            |                         |                          |                    |
| <b>Resource Specialists (List all personnel):</b> | <b># of Days</b>            | <b>\$/Day</b>     |                            |                         |                          |                    |
| GS-7 Trail Crew Supervisor                        | 20.00                       | \$259.21          |                            | \$5,184.20              |                          | \$5,184.20         |
| GS-5 Recreation Technician (Trails) 1             | 130.00                      | \$150.03          |                            | \$19,503.90             |                          | \$19,503.90        |
| GS-5 Recreation Technician (Trails) 2             | 100.00                      | \$150.03          |                            | \$15,003.00             |                          | \$15,003.00        |
|   |                             |                   |                            | \$0.00                  |                          | \$0.00             |
| GS-7 Trail Crew Supervisor                        | 60.00                       | \$259.21          |                            |                         | \$15,552.60              | \$15,552.60        |
| GS-5 Recreation Technician (Trails) 2             | 30.00                       | \$150.03          |                            |                         | \$4,500.90               | \$4,500.90         |
| GS-5 Recreation Technician (Trails) 3             | 130.00                      | \$150.03          |                            |                         | \$19,503.90              | \$19,503.90        |
|   |                             |                   |                            |                         | \$0.00                   | \$0.00             |
| <b>Subtotal, Personnel:</b>                       | <b>470.00</b>               |                   |                            | <b>\$39,691.10</b>      | <b>\$39,557.40</b>       | <b>\$79,248.50</b> |
| <b>TRAVEL</b>                                     |                             |                   |                            |                         |                          |                    |
| <b>Explanation of trips:</b>                      | <b>Vehicle Mileage Cost</b> | <b># of Miles</b> | <b>PerDiem and Lodging</b> |                         |                          |                    |
| From Where/To Where/For Whom                      |                             |                   |                            |                         |                          |                    |
|   |                             |                   |                            | \$0.00                  |                          | \$0.00             |
| Vehicle #4116                                     | \$0.50                      | 3,000.00          | \$0.00                     |                         | \$1,500.00               | \$1,500.00         |
| <b>Subtotal, Travel:</b>                          | <b>\$0.50</b>               | <b>3,000.00</b>   | <b>\$0.00</b>              | <b>\$0.00</b>           | <b>\$1,500.00</b>        | <b>\$1,500.00</b>  |
| <b>EQUIPMENT</b>                                  |                             |                   |                            |                         |                          |                    |
| <b>Name and Type of Equipment:</b>                | <b>Unit Cost</b>            | <b>Quantity</b>   |                            |                         |                          |                    |
|   |                             |                   |                            | \$0.00                  |                          | \$0.00             |
|   |                             |                   |                            |                         | \$0.00                   | \$0.00             |
| <b>Subtotal, Equipment:</b>                       | <b>\$0.00</b>               | <b>0</b>          |                            | <b>\$0.00</b>           | <b>\$0.00</b>            | <b>\$0.00</b>      |
| <b>SUPPLIES</b>                                   |                             |                   |                            |                         |                          |                    |
| <b>Name and Type of Supplies:</b>                 | <b>Unit Cost</b>            | <b>Quantity</b>   |                            |                         |                          |                    |
| Work gloves                                       | \$15.44                     | 20.00             |                            | \$308.80                |                          | \$308.80           |
|   |                             |                   |                            | \$0.00                  |                          | \$0.00             |
| Set trail tools (lopper, pruning saw, mattock)    | \$150.00                    | 5.00              |                            |                         | \$750.00                 | \$750.00           |
| <b>Subtotal, Supplies:</b>                        | <b>\$165.44</b>             | <b>25</b>         |                            | <b>\$308.80</b>         | <b>\$750.00</b>          | <b>\$1,058.80</b>  |

|   |                          |                                |                    |
|---|--------------------------|--------------------------------|--------------------|
| <b>CONTRACTUAL</b>  |                          |                                |                    |
| <b>Describe Contracts that will most likely result from this project:</b> |                          |                                |                    |
|   |                          |                                | \$0.00             |
|   |                          |                                | \$0.00             |
| <b>Subtotal, Contractual:</b>   |                          | <b>\$0.00</b>                  | <b>\$0.00</b>      |
| <b>OTHER</b>  |                          |                                |                    |
| <b>Describe Other Costs of the Project:</b>                               |                          |                                |                    |
|   |                          |                                | \$0.00             |
|   |                          |                                | \$0.00             |
| <b>Subtotal, Other:</b>   |                          | <b>\$0.00</b>                  | <b>\$0.00</b>      |
| <b>TOTAL DIRECT CHARGES</b>   |                          | <b>\$39,999.90</b>             | <b>\$41,807.40</b> |
| <b>OVERHEAD ASSESSMENT</b><br>(if applicable, see FSH 1909.13)            | <b>Insert Rate Here:</b> | 10.0%                          | \$4,180.74         |
| <b>Total Party Costs</b>  |                          | <b>\$39,999.90</b>             | <b>\$45,988.14</b> |
| <b>COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES</b>               |                          | <b>Cooperator Contribution</b> |                    |
| <b>TOTAL CHARGES</b>  |                          | <b>\$0.00</b>                  |                    |
| <b>OVERHEAD ASSESSMENT</b><br>(if applicable, see FSH 1909.13)            | <b>Insert Rate Here:</b> | 0.0%                           | \$0.00             |
| <b>Total Pass-Through Costs</b>   |                          | <b>\$0.00</b>                  |                    |
| <b>TOTAL PROJECT COSTS</b>  |                          |                                | <b>\$85,988.04</b> |

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

# Red Rock Ranger District Trails Accomplishment Report 2018 Field Season

Prepared by:  
Forrest Saville, District Trails and OHV Coordinator  
Bret Edstrom, District Trail Crew Supervisor



The Red Rock District includes more than 400 miles of trails with nearly 300 miles in close proximity of the city of Sedona and the Village of Oak Creek. Trail maintenance is vital to providing a great recreational experience for the nearly two million people using local trails each year. For many local businesses and residents, the trail system is essential to their quality of life. The Forest Service, in collaboration with numerous volunteers, non-profit groups, and local governments, is dedicated to maintaining and enhancing trails throughout the district in a sustainable and safe manner that is uniquely tailored to the Sedona and Verde Valley area.

A special THANK YOU to all of our partners and volunteer groups including the Sedona Red Rock Trail Fund, Sedona Chamber of Commerce, Friends of the Forest, Verde Valley Cyclists Coalition, City of Sedona, Beaver Creek Trails Coalition, Cornville Community Association, Yavapai County, Coconino County, and local businesses.

## **Summary of Accomplishments:**

During the Fall 2017-Spring 2018 trail season, a combination of workers from the Forest Service, American Conservation Experience, Arizona Conservation Corps, Friends of the Forest, Verde Valley Cyclists Coalition, Beaver Creek Trails Coalition, and many other individual volunteers completed extensive maintenance and improvement of non-motorized trails in the Red Rock Ranger District.

- **411** total miles of trail on the Red Rock Ranger District
  - **284** miles in the Sedona/Village of Oak area
  - **248** miles of trail maintenance completed (**50** miles more than last year)
  - **6** miles of new trail constructed
  - **8.5** miles of trail naturalized
  - **12** trail reroutes completed
  - **348** feet of retaining walls built
  - **596** feet of rock armoring constructed
  - **38** rock stairs installed
  - **428** drainage structures maintained
  - **47** new drain structures installed
  - **81** trail signs installed
- 
- **6,651** total volunteer hours donated to district trail work
  - **2,100** total hours of work by youth conservation corps (ACE and AZCC)
  - **4,553** volunteer hours in the Sedona/VOC area dedicated to trail maintenance and construction
  - **72** public trail work events with an average of **17** volunteers attending each event
  - **\$151,842** total value of labor provided by volunteers during the trail season



## Crews: Forest Service, Volunteers, Partners

### Forest Service Trail Crew (FS)

The Forest Service trail crew is made up of **1** trails coordinator, **1** trails foreman, and **6** seasonal trail crew workers. The trail crew is responsible for directing work projects completed by volunteers, leading youth corps, and completing the backlog of deferred maintenance. The trail crew spends about **50%** of its time working with volunteers and partner organizations. The relationship with local volunteers allows the crew to integrate into the Sedona trail community, which creates a great working relationship with all of our volunteers. The FS hosted over **40** public volunteer trail work events for projects in the Sedona area. The Forest Service crew completed a total of **248** miles of annual maintenance throughout the trail system in the 2018 field season. The crew spends most of the season doing basic maintenance on the trails, building and rerouting new trails, and building/repairing sections of damaged trail. The crew also staffs public events and provides information and education to trail users. On an average day, the crew would make over **50** public contacts with trail users.



REI sponsored trail work event on the Girdner trail with a great turnout.



**Above:** Trail crew leaders attended a trail layout and design training in Phoenix to learn more about trail construction in an arid environment.

**Below:** It's not always sunny in Sedona, but the trail crew keeps working.







### Youth Conservation Corps (ACE, AZCC)

Youth Conservation Corps make up an important workforce for the district by performing trail maintenance and heavy construction. All of these crews are funded with grants that the district and its partners have prepared. This year's focus areas were the Wickiup Mesa trails in the Rimrock area and heavy maintenance on the Village of Oak Creek trails. The crews consisted of six weeks of a four-person crew and four weeks of an eight-person crew. The crews built over **2** miles of new trail, **300** feet of rock armoring, and **110** feet of retaining walls. They repaired **18** rock cairn baskets, rehabbed **5.5** miles of social trails in addition to completing basic maintenance on over **20** miles of trails in the Sedona area. A total of **43** youth workers rotated through the crew during the season as part of the ACE skills training and education program.





AZCC logging out trails in the Munds Mountain Wilderness.



ACE crew installing a six-tiered rock retaining wall on the Allen's Bend trail.

## Friends of the Forest (FOF)

The FOF Trail Maintenance and Construction crew (TM&C) has a cadre of over **85** volunteers that work almost every Friday of the year. Average attendance every Friday of the season was **13** participants that provided **2,451** hours of volunteer work on over **48** work days dedicated to trail projects throughout the district. This year's accomplishments include the installation of **12** trailhead kiosks, **145** miles of trails maintained, **43** signs replaced, and **53** trees cleared.

FOF volunteers also conducted **163** trail patrols for a total of **543** volunteer hours, **7** medical assists, **27** lost visitors aided, and over **350** visitors contacted. FOF Trail Patrol observed over **30,567** hikers, **6,294** bikers and **94** equestrians. Patrollers removed **607** pounds of trash and hiked over **7,682** miles.



Friends of the Forest working on removing the old Kiosk at the Sugarloaf trailhead.



Friends of the Forest clear a downed tree on the West Fork Trail in the Red Rock Secret Mountain Wilderness



Friends of the Forest completed the install of 12 new kiosks in 2018 including this one at the Andante trailhead.



Friend of the Forest sponsored a volunteer trail work event to complete the Rector Connector trail. Over 75 volunteers showed up to help complete this trail named for long-time FOF volunteers Gene and Darl Rector



The FOF trail maintenance crew works throughout the district on an array of different projects including the Palatki and V-V heritage sites.

## Volunteer Work Day Crews

Volunteer work events consist of local residents, members of local organizations including the Verde Valley Cyclists Coalition (VVCC), Beaver Creek Trail Coalition (BCTC), Keep Sedona Beautiful, Sedona Westerners, Sedona Chamber of Commerce, and the Red Rock Trail Fund. We also receive sponsorships through local biking and hiking shops. This year we hosted over **40** volunteer works events usually held on Thursdays and Saturdays. The average attendance at the volunteer events was **15** and totaled over **1800** volunteer hours. These events are a great way for us to show the community what trail work is all about and to foster a sense of collective responsibility for local trails. We are also very lucky to have lunch and breakfast provided by our wonderful sponsors.



Volunteers at the public work events performing rehab and maintenance on the Jordan trail.



Members of the Verde Valley Cyclists Coalition helping to close social trails on Huckaby.



Volunteer are always excited to be out on the trails and giving back.

## Projects Completed

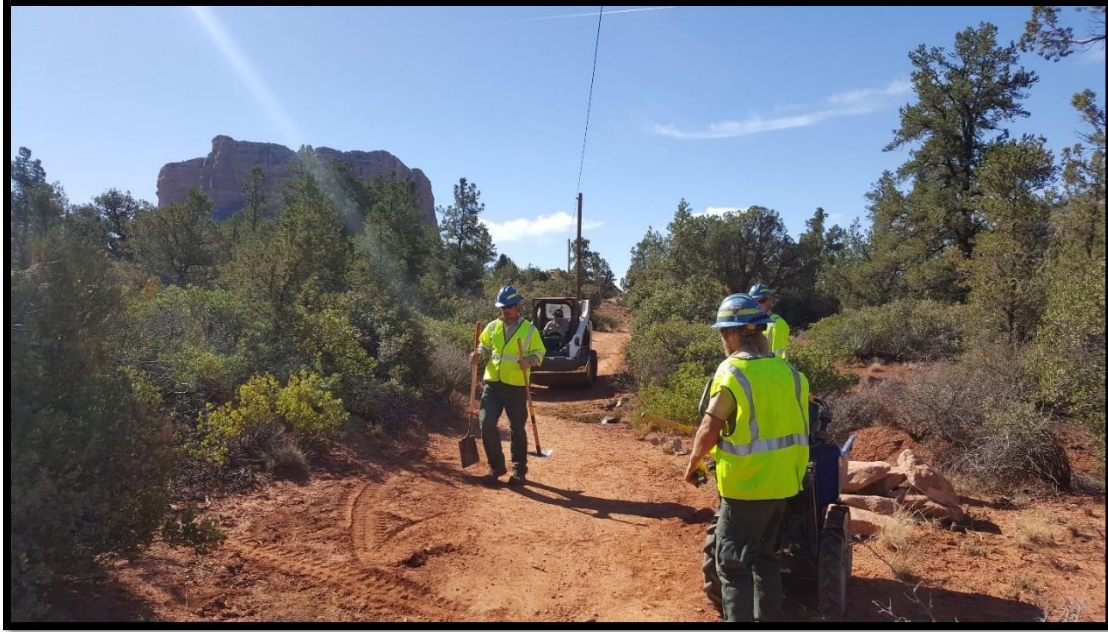
### **Bell Rock Pathway Maintenance Project**

The Bell Rock Pathway is a major trail linking Bell Rock Vista trailhead with Little Horse trailhead. **1.9** miles of the Bell Rock Pathway received heavy maintenance including reinforcement of **42** rolling drain dips, **8** culvert crossings, and bridge abutment repair. The Forest Service trail crew of six members utilized a skid steer, dump truck, UTV, and Muck Truck to move **150** yards of aggregate base material and **60** yards of native material to complete the work. Extra safety precautions were taken to complete the work during peak visitation without closing access to the pathway to public.



Bell Rock Pathway is a high-use trail in the Sedona area and provides an easy way for people to get out and enjoy the forest.





The crew did a great job of keeping the public safe while doing heavy maintenance.



Large culverts needed more material brought in to build up the tread surface.



Bridge abutments needed to be rebuilt and reinforced to keep the entrances and exits off the bridge safe.

## Village of Oak Creek Trails Heavy Maintenance Project

The project work focused on the trails between the Village of Oak Creek and Sedona. This included many of the iconic trails in the local area. The trail project was completed by the ACE crew and the Forest Service trail crew.

In six weeks, the crews completed heavy trail maintenance on Hangover, Templeton, Cathedral, Llama, Easy Breezy, and Baldwin. The crews constructed **110** feet of retaining wall, **175** feet of rock armoring, repaired **18** rock cairns, brushed **7.5** miles of trail, and rehabbed **4.3** miles of existing social trails.



ACE working on the Hangover trail by rebuilding a switchback.

## Rimrock/Wikiup Mesa Trail System Construction

The Rimrock community is bordered by the Coconino National Forest and historically has not had an officially recognized or maintained trail system. Over **6** miles of non-motorized trail were officially added to the Forest Service trail system this year with the completion of the Elmore Wash Trail. The trail work continued this season with the help of **4** weeks of work by the ACE crew, **200** hours of work by the Forest Service crew, and **3** volunteer work events attended by Beaver Creek Trails Coalition members for a total of over **200** volunteer work hours.

The end result of this work is a maintained trail system that will help protect watershed values and provide non-motorized recreational opportunities for the Rimrock community. Project funds also provided trail tools and safety equipment to the Beaver Creek Trails Coalition to support up to **20** volunteers to assist with maintenance of the newly adopted trails.



Elmore wash rock armoring project.



New trail construction on the Elmore Wash trail.



Trail access gate and signs installed.



## **Project Planning**

### **Red Rock Trail Enhancements 2018**

District staff and partners completed the planning for the Red Rock Trail Enhancement Project in 2018. This project will expand the trail system within the Red Rock Ranger District by adding approximately **34** miles of trail. Work will include constructing **17** miles of new non-motorized trail and adopting **17** miles of user-created routes into the official trail system. In these areas, approximately **6.9** miles of existing system trails will be re-routed onto sustainable alignments, **4.8** miles of old trail corridor will be decommissioned and **13.5** miles of user-created routes naturalized.

Activities are proposed in three areas of the Red Rock Ranger District: West Sedona referred to as the Western Gateway trails; Village of Oak Creek trails; and Town of Camp Verde trails.

The Western Gateway area makes up the largest part of the Red Rock Trail Enhancement project, located west of Sedona and north of SR 89A. There is a need to create a planned and purposefully built system of non-motorized trails in this area. Work in the Village of Oak Creek will include adoption of the Transept trail and rerouting of portions of Big Park/Dairy Springs trails. In Camp Verde, a new five-mile loop will connect to the new Camp Verde Sports Complex trail. Project planning details are available at <https://www.fs.usda.gov/project/?project=53398>.

**Thanks to everyone who helped make 2018 an outstanding year for local trails!**

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

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING A COLLECTION AGREEMENT WITH USDA, U.S. FOREST SERVICE, COCONINO NATIONAL FOREST, FOR MANAGEMENT OF NON-MOTORIZED URBAN TRAIL MAINTENANCE, CONSTRUCTION, AND RELATED PROJECTS SERVING RESIDENT AND VISITOR ACCESS TO THE TRAIL SYSTEM.**

WHEREAS; the City of Sedona ("City") and the USDA, U.S. Forest Service, Coconino National Forest ("USFS") have partnered to manage the non-motorized urban trail system within the Sedona, Arizona, area, to meet the needs of the residents and visitors through a collection agreement that identifies voluntary funding by the City and projects for the trail system

WHEREAS; the previous five-year agreement expired on October 17, 2018; and

WHEREAS; the City and the USFS desire to continue the collection agreement as set out in FS Agreement No. 19-CO-11030406-001; and

WHEREAS; the funding of the agreement would be as set out in the accompanying Financial Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT;

The City of Sedona, through its Mayor and Council, hereby approves the Collection Agreement (FS 19-CO-11030406-001) with the USFS for voluntary contribution of funds by the City for construction, maintenance, and related project for the urban trail system, and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 23<sup>rd</sup> day of October, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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**CITY COUNCIL  
AGENDA BILL**

**AB 2431  
October 23, 2018  
Regular Business**

**Agenda Item: 8b**

**Proposed Action & Subject:** Discussion/possible action regarding a resolution and ordinance amending the Sedona City Code Chapter 5.05 (Business Licensing) to eliminate the license requirement for businesses outside of the City limits except for temporary special events and to make other minor clerical clarifications.

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Department</b>             | Financial Services            |
| <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. Resolution<br>B. Ordinance |

|                               |  |   |
|-------------------------------|--|---|
| City Attorney Approval        | Reviewed 10/16/18<br>RLP   | <b>Expenditure Required</b>                             |
|                               |  | \$ 0  |
| City Manager's Recommendation | Approve a resolution and ordinance amending the City Code relating to business licenses. | <b>Amount Budgeted</b>                                  |
|                               |  | \$ 0  |
|                               |  | Account No. N/A<br>(Description)                        |
|                               |  | Finance <input checked="" type="checkbox"/><br>Approval |

**SUMMARY STATEMENT**

**Background:** The City's Business License regulations have been in effect since 2006. In a recent conference call, the League of Arizona Cities and Towns (the League) recommended that cities and towns only require business licenses for businesses within city limits. In addition, staff from the Community Development, Economic Development and Financial Services Departments have met to discuss the uses and needs for information obtained from the business license process. As a result, we have concurred with the League's recommendation and are proposing changes to the City Code to eliminate the requirement for business licenses for businesses outside of city limits, except for temporary special events.

Currently, the City Code requires a business license if the business is physically located within the City limits, or if the business has an obligation to pay transaction privilege taxes (TPT) to the City of Sedona for the business it is conducting, including temporary special events. The elimination of the license requirement for businesses outside City limits, excluding special events, would result in a reduction of approximately 1,300 business license renewals and approximately \$32,500 in business license fees, which would help mitigate the heavy

workloads in the Financial Services Department during the annual business license renewal process and minimize how behind staff falls behind in other duties during this intensive time. This reduction in revenues would not have a significant impact on the City's financial position. Just for the month of July 2018 alone, sales and bed tax revenues (excluding the half-cent transportation sales tax) were approximately \$50,000 higher than July 2017.

In addition, there are a few minor clerical clarifications included in the recommended changes to the City Code.

Exhibit A contains the most current version of the business license provisions in the City Code, modified in red text or strikethrough to reflect the proposed changes.

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

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

**Alternative(s):** Continue with the licensing requirements under the current City Code or recommend other changes.

## **MOTION**

**I move to:** approve Resolution No. 2018-\_\_ creating a public record entitled "2018 Amendments to City Code Business Licensing Provisions."

*(After First Reading)*

**I move to:** approve Ordinance No. 2018-\_\_ amending the Sedona City Code Chapter 5.05 (Business Licensing).

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

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, ESTABLISHING AS A PUBLIC RECORD THE TERMS OF PROPOSED  
AMENDMENTS TO CITY CODE CHAPTER 5.05 (BUSINESS LICENSING).**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the terms set forth in that document attached hereto as Exhibit A and entitled "2018 Amendments to City Code Business Licensing Provisions" constitute a public record to be incorporated by reference into Ordinance No. 2018-\_\_\_\_\_.

At least one (1) paper copy and one (1) electronic copy of this public record shall be kept in the office of the City Clerk for public use and inspection.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 23<sup>rd</sup> day of October, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**  
**2018 Amendments to City Code Business Licensing Provisions**

Chapter 5.05  
BUSINESS LICENSING

Sections:

- [5.05.010](#) Definitions.
- [5.05.020](#) Business license required.
- [5.05.025](#) Exemptions.
- [5.05.030](#) Issuance of business license.
- [5.05.040](#) Suspension, revocation, or denial of business license.
- [5.05.050](#) Enforcement.

**5.05.010 Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Business” means all activities or acts, personal or corporate, engaged in by any person or entity (or agent or employee of such person or entity) conducted for the purpose of apparent gain, benefit, or advantage, either direct or indirect, but not casual activities or sales. The term “business” shall include any trade, business, game, amusement, profession or occupation.

“Casual activity or sale” means a single or incidental transaction of an isolated nature made by a person who neither represents himself to be nor is engaged in a business subject to a license fee imposed by this chapter. The sale, rental, license for use, or lease transaction concerning real property shall not be treated, or be exempt, as casual. Examples of casual activities or sales include but are not limited to:

- A. Individual or group yard sales at any one location not exceeding three consecutive days in duration and totaling not more than eight days per year.
- B. Sales by children or minors under the age of 18.

“Employee” means anyone that receives a wage and tax statement form (W-2) issued from their employer that is submitted to the Internal Revenue Service and the State Department of Revenue. [Ord. 2010-16 § 1, 10-26-2010 (Res. 2010-30 Exh. A, 10-26-2010); Ord. 2014-01 § 1, 1-14-2014 (Res. 2014-01 Exh. A, 1-14-2014); Ord. 2015-12 § 1, 11-10-2015 (Res. 2015-27 Exh. A, 11-10-2015); Ord. 2016-03, 5-24-2016 (Res. 2016-19 Exh. A, 5-24-2016). Code 2006 § 8-2-1].

**5.05.020 Business license required.**

A. Procure before Conducting Business. 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~~ **participating in a temporary special event**, 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 (SLDC), and Arizona Revised Statutes except as exempted pursuant to SCC [5.05.025](#). Said compliance shall include

**Exhibit A**  
**2018 Amendments to City Code Business Licensing Provisions**

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.

B. *Repealed by Ord. 2015-12.*

C. Not Proof of Compliance. A business license obtained under this chapter is neither evidence nor proof that the business has complied with the provisions of the Sedona City Code, SLDC, and Arizona Revised Statutes, nor shall the granting of a business license limit the prosecution by the city of any violations of law.

D. Posting. Every fixed business location operated by any person or entity shall display a valid business license in a place visible to the public within the business location. Every person or entity ~~without a fixed business location~~ participating in a temporary special event shall carry the business license with him or her while operating the business for which the business license was granted. Whenever requested to do so by any city designee, every person or entity owning or operating a business shall produce a valid business license.

E. Fines. License renewal fees provided for in this chapter shall be due and payable on the date of expiration of the current license and shall become delinquent 30 days following such expiration. A penalty of \$5.00 per month shall be assessed on all such delinquencies. The penalty may be abated by the finance director for due cause upon written request for abatement detailing the reason for said delinquency. The written request must be filed with the finance director within 20 days of assessment of such penalty.

F. Criminal Penalties. Any person or entity violating this chapter is guilty of a Class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$2,500, or by imprisonment for a period not to exceed six months or by both such fine and imprisonment.

G. Civil Injunction. Any person or entity violating this chapter is subject to a civil suit for injunction as well as prosecution for criminal violations and liability for licensing sanctions such as suspension or revocation. [Ord. 2010-16 § 1, 10-26-2010 (Res. 2010-30 Exh. A, 10-26-2010); Ord. 2011-12 § 1, 12-13-2011 (Res. 2011-26 Exh. A, 12-13-2011); Ord. 2014-01 § 1, 1-14-2014 (Res. 2014-01 Exh. A, 1-14-2014); Ord. 2015-12 § 1, 11-10-2015 (Res. 2015-27 Exh. A, 11-10-2015); Ord. 2016-03, 5-24-2016 (Res. 2016-19 Exh. A, 5-24-2016). Code 2006 § 8-2-2].

**5.05.025 Exemptions.**

The following businesses shall not be required to obtain a license under this chapter:

A. The practice, transaction or carrying on of any business conducted by the federal government for which it has failed to make provisions allowing states and municipalities to so license;

B. Religious institutions engaged solely as a place of worship;

**Exhibit A**  
**2018 Amendments to City Code Business Licensing Provisions**

C. Nonprofit organizations that have obtained 501(c)(3) status, or activities carried on wholly for the benefit of charitable, municipal or public purposes from which profit is not derived, either directly or indirectly, or the conducting of any entertainment, dance, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects, whenever the entire receipts from the same are to be appropriated to or such projects are conducted under the auspices of any church or school or any religious, nonprofit or benevolent organization;

D. Employees of any business either possessing a license or exempt from having to possess a license;

E. ~~Repealed by Ord. 2016-03;~~ Businesses located outside of the city limits except when participating in temporary special events within the city limits;

F. Sellers of agricultural produce grown within the city by the seller;

G. A real estate licensee engaged in the sale or resale of real property; provided, the office or branch of the agency, company or business under which that person works or is contracted possesses a city business license;

H. The activity is a casual activity or sale. [Ord. 2014-01 § 1, 1-14-2014 (Res. 2014-01 Exh. A, 1-14-2014); Ord. 2015-12 § 1, 11-10-2015 (Res. 2015-27 Exh. A, 11-10-2015); Ord. 2016-03, 5-24-2016 (Res. 2016-19 Exh. A, 5-24-2016)].

**5.05.030 Issuance of business license.**

A. Application and Fees. Application for a business license shall be made to the city on forms made available by the city. Every application shall be accompanied by the nonrefundable business license fee, as listed in the city fee schedule for the first business and \$5.00 for each additional business owned and operated by the same person or entity in a single location. Separate licenses shall be obtained for each branch establishment or separate location of a business, and a business license shall be obtained for every business covered in this chapter.

B. Special Event Business License. Application for a temporary special event business license shall be made to the city on forms made available by the city. Every application shall be accompanied by the nonrefundable temporary business license fee as listed in the city fee schedule. The temporary business license is valid for seven days from the date of issuance.

C. Issuance. Upon the filing of a complete application for a business license and the receipt of all required fees, the city shall prepare and issue a business license under this chapter for every business, stating the period of time covered; the name of the business; the name(s) of the person or entity owning or operating the business; and the location of the business establishment.

D. Changes in Application Information. The business shall contact the city with changes to any information on the business license application within 30 calendar days of the effective date of the change and shall pay an administrative fee of \$10.00 to effect the

**Exhibit A**  
**2018 Amendments to City Code Business Licensing Provisions**

changes. Business licenses granted or issued by the city are not transferable or assignable to any other person or entity.

E. Term and Renewal. Business licenses shall be valid until January 1st of the year following the year of issuance unless the license was suspended or revoked. The person or entity owning or operating the business shall renew the business license within 30 days of the expiration of the business license. Failure to renew within 30 days of the expiration of the business license shall result in the suspension of the business license. Every renewal shall be accompanied by the nonrefundable renewal fee as listed in the city fee schedule.

Following the start-up year, the business will be on an annual renewal cycle. The business license renewal will be due and payable on January 1st.

F. State License Required under Arizona Revised Statutes. If a business is engaging in an activity subject to state and/or local transaction privilege tax, the owner shall obtain the state and/or appropriate city transaction privilege tax license(s) based on Arizona Revised Statutes. [Ord. 2010-16 § 1, 10-26-2010 (Res. 2010-30 Exh. A, 10-26-2010); Ord. 2011-12 § 1, 12-13-2011 (Res. 2011-26 Exh. A, 12-13-2011); Ord. 2014-01 § 1, 1-14-2014 (Res. 2014-01 Exh. A, 1-14-2014); Ord. 2015-12 § 1, 11-10-2015 (Res. 2015-27 Exh. A, 11-10-2015); Ord. 2016-03, 5-24-2016 (Res. 2016-19 Exh. A, 5-24-2016). Code 2006 § 8-2-3].

**5.05.040 Suspension, revocation, or denial of business license.**

A. A business license issued under this chapter may be suspended, revoked or deemed invalid at any time during the term of such license, or the application may be denied if the city or its designee determines that a person or entity owning or operating the business or an employee of the business has:

1. Failed to provide complete and accurate information on the applications required by this chapter; or
2. Failed to pay the business license fees in full when due and payable; or
3. Knowingly provided false information on the applications required by this chapter, including but not limited to providing a false or assumed name, or impersonating another establishment of a like or different name; or
4. Violated or is not in compliance with either Sedona City Code, SLDC, or the Arizona Revised Statutes; or
5. Refused to allow inspection of the business premises as authorized by this chapter; or
6. Been determined by the city to owe delinquent city transaction privilege taxes, or any other delinquent fees payable to the city pursuant to Sedona City Code or SLDC, unless the person or entity owning or operating the business has entered into a written payment agreement approved by the city relating to payment of any

**Exhibit A**  
**2018 Amendments to City Code Business Licensing Provisions**

and all outstanding obligations and is current in making any and all payments required under the terms of such an agreement.

B. The provisions of this section are in addition to any grounds for denial, suspension or revocation set forth in other sections of the Sedona City Code, SLDC, or the Arizona Revised Statutes. [Ord. 2010-16 § 1, 10-26-2010 (Res. 2010-30 Exh. A, 10-26-2010); Ord. 2014-01 § 1, 1-14-2014 (Res. 2014-01 Exh. A, 1-14-2014); Ord. 2015-12 § 1, 11-10-2015 (Res. 2015-27 Exh. A, 11-10-2015); Ord. 2016-03, 5-24-2016 (Res. 2016-19 Exh. A, 5-24-2016). Code 2006 § 8-2-4].

**5.05.050 Enforcement.**

A. The city or its designee shall have and exercise the power to cause complaints to be filed against or to revoke the business license of any person or entity violating provisions of this chapter.

B. The city or its designee shall have the authority to view the business license of any business for which a business license is required by Sedona City Code, and to demand the exhibition of a valid business license from any person engaged in or employed in the transaction of any such business. It is unlawful for such person to fail to produce such license when requested to do so. [Ord. 2010-16 § 1, 10-26-2010 (Res. 2010-30 Exh. A, 10-26-2010); Ord. 2014-01 § 1, 1-14-2014 (Res. 2014-01 Exh. A, 1-14-2014); Ord. 2015-12 § 1, 11-10-2015 (Res. 2015-27 Exh. A, 11-10-2015); Ord. 2016-03, 5-24-2016 (Res. 2016-19 Exh. A, 5-24-2016). Code 2006 § 8-2-5].



**ORDINANCE NO. 2018-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, AMENDING THE CITY CODE CHAPTER 5.05 (BUSINESS LICENSING); PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF ANY ORDINANCE OR PARTS OF ORDINANCES OR CODE PROVISIONS IN CONFLICT HEREWITH.**

WHEREAS, it is the intention of the City Council to provide further clarity and ease of administration of those provisions set forth in Chapter 5.05 related to Business Licensing.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Amendment of Chapter 5.05 (Business Licensing)

Chapter 5.05 of the Sedona City Code is hereby amended by incorporating by reference those changes set that public record entitled “*2018 Amendments to the City Code Business Licensing Provisions*” and established as a public record by Resolution No. 2018-\_\_ as though said provisions are fully set forth herein.

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 23<sup>rd</sup> day of October, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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**CITY COUNCIL  
AGENDA BILL**

**AB 2434  
October 23, 2018  
Regular Business**

**Agenda Item: 8c**

**Proposed Action & Subject:** Discussion/possible action regarding a resolution authorizing an Intergovernmental Agreement between the City of Sedona and the State of Arizona for Sedona In Motion Strategy 4, Intersection of SR 179 & SR 89A Bypass Lanes.

**Department** Public Works

**Time to Present** 10 minutes

**Total Time for Item** 60 minutes

**Other Council Meetings** N/A

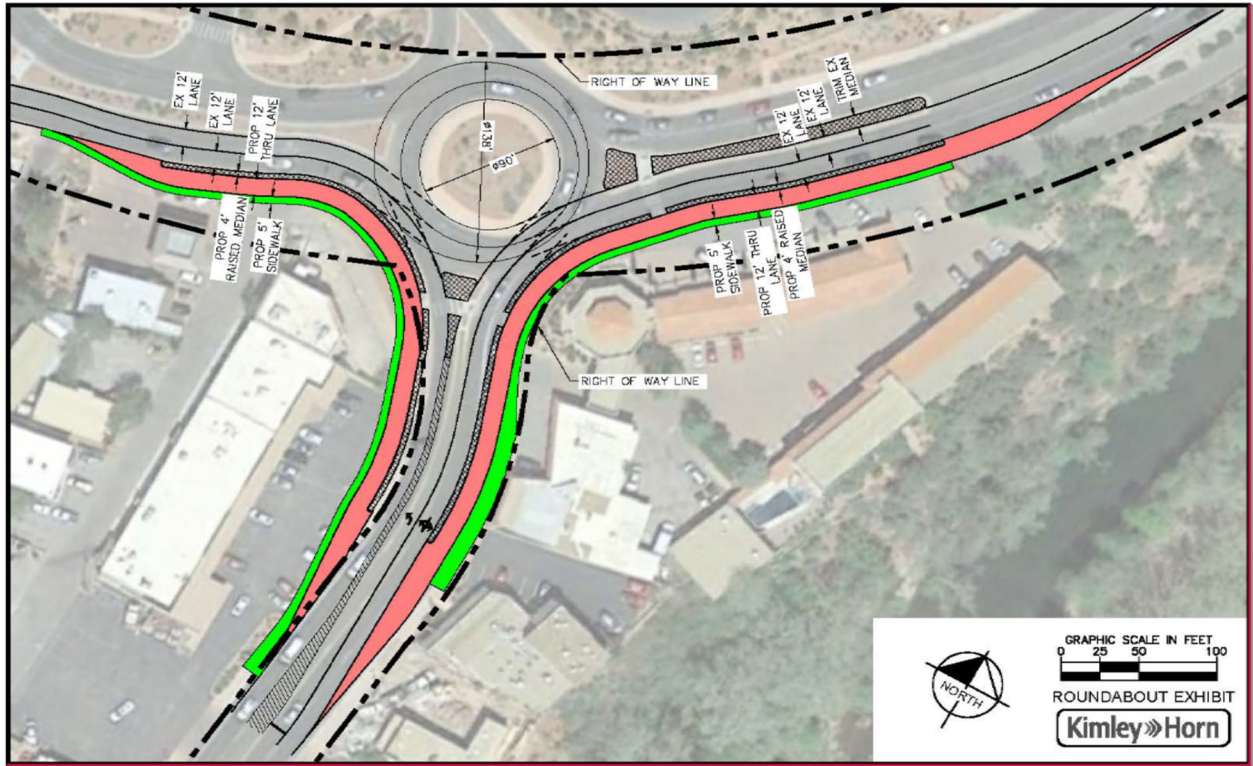
**Exhibits** A. IGA  
B. Resolution

|                               |   |  |
|-------------------------------|---|--|
| City Attorney Approval        | Reviewed 10/16/18<br>RLP  | <b>Expenditure Required</b>  |
|                               |   | \$ 403,033   |
| City Manager's Recommendation | Approve a resolution authorizing an IGA with ADOT relating to the Y roundabout project. | <b>Amount Budgeted</b>   |
|                               |   | \$ 537,290   |
|                               |   | Account No. 22-5320-89-6871<br>(Description) SR 89A & SR 179 Right-Turn Bypass Lanes |
|                               |   | Finance Approval <input checked="" type="checkbox"/>                                 |

**SUMMARY STATEMENT**

**Background:** The January 2018, City of Sedona Transportation Master Plan (TMP) evaluated Citywide transportation needs and concluded with a set of recommended strategies to address congestion and mobility needs of residents, visitors, and commuters. These strategies have been developed into a system of capital improvement projects that collectively have been identified and promoted as the Sedona In Motion (SIM) program. Strategy 4 of the SIM program is focused on improvements to the SR 179 corridor from the roundabout at Schnebly Hill Road to the roundabout at SR 89A (the "Y"). One component of Strategy 4 is the implementation of separated right turn lanes at the "Y" toward southbound SR 179 and toward Uptown. The turn lanes would be separated from the roundabout by a narrow median. This allows those specific turning movements to bypass the roundabout. The right turns can be made more efficiently because it only requires a merge at the end of the lane rather than a full yield to enter the roundabout, and it also removes those vehicles from the overall capacity of the roundabout. Modeling done as part of the TMP indicates this improvement is expected to reduce a severely

congested trip from 36 minutes to 30 minutes for a northbound trip from Bell Rock Boulevard in the Village of Oak Creek to the “Y”. Although not modeled, it is also expected to have a significant benefit for northbound SR 89A traffic that backs up on Cooks Hill during congested periods. The image below is a conceptual exhibit that was produced for the TMP.



The ADOT Northcentral District expressed interest in partnering on this project. Because the intersection is within ADOT right-of-way (ROW) they will need to be the managing agency. To secure funding for the project, the Northcentral District applied for district minor funding. These funds are competitive amongst all the districts throughout the state. The City agreed to contribute 50% of the overall project funding to make the application more competitive. The district was awarded project funding with design starting in FY19, and construction starting in FY21. These funds are contingent on the execution of this Intergovernmental Agreement (IGA) which formalizes the cost sharing responsibilities. A charter or MOU will also need to be executed in the coming months to define roles and responsibilities of each agency throughout the design and construction of the project.

The budgeted amount for FY19 is for design and ROW acquisition. The required expenditure is significantly less than budget based on the refinement of ROW acquisition costs.

City staff has had conversations with several property owners adjacent to the project area who have concerns about potential impacts to parking or access. Staff will continue to engage with adjacent owners throughout the design process to alleviate concerns. Staff has also engaged in discussions with ADOT regarding the parcel that is owned by the state on the southwest corner of the intersection. They have indicated that the property can be used to mitigate any impacts to adjacent parcels. Other tradeoffs include potential narrowing of sidewalk and landscaped areas.

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

- Environmental Stewardship: Conserves natural resources associated with wasteful vehicle operations due to congested travel time.
- Improved Traffic Flow: Reduces congestion and travel times and improves vehicle safety.

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

**Alternative(s):** Not approving the IGA could result in potential loss of district minor funding.

## MOTION

**I move to:** approve Resolution No. 2018-\_\_\_ authorizing the execution of an Intergovernmental Agreement between the City of Sedona and the State of Arizona for Sedona In Motion Strategy 4, Intersection of SR 179 & SR 89A Bypass Lanes.

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ADOT CAR No.: IGA 18-0006995-I  
AG Contract No.: P001 2018 002715  
Project Location/Name: Intersection of  
SR 179 & SR 89A Bypass Lanes  
Type of Work: Highway Construction  
**Federal-aid No.:**  
**ADOT Project No.: F020601D/01C**  
**TIP/STIP No.:**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.:**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SEDONA

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as “Parties”.

### **I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The Parties desire to combine resources in order to develop design plans, acquire right-of-way, construct right turn bypass lanes for the State Route 179 and State Route 89A intersection, and complete utility relocations required for the installation of the bypass lanes, (the “Project”).

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

---

**II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project design cost is estimated at \$505,416.00. The Project design cost includes Project Development Administration (PDA) costs. The Parties will each contribute \$252,708.00 toward the design of the Project, as shown in Exhibit A. Should costs exceed the initial estimate, each Party will equally share in such costs.
  - b. The Project right-of-way acquisition cost is estimated at \$300,650.00. The estimate is from the Sedona Transportation Master Plan Final Report January 2018. The Parties will each contribute \$150,325.00 toward right-of-way acquisition for the Project, as shown in Exhibit A. Should costs exceed the initial estimate, each Party will equally share in such costs.
  - c. To equally share costs for any relocation costs for utilities with prior rights that are relocated for the Project. Utility relocation costs are included in the Project construction cost estimate. Should cost exceed the initial estimate, each Party will equally share in such costs.
  - d. The preliminary Project construction (including utility relocation) cost is estimated at \$1,586,548.00. The Parties will each contribute \$793,274.00 toward the construction of the Project, as shown in Exhibit A.
  - e. To equally share Project costs that exceed the preliminary construction estimate of \$1,586,548.00. The construction cost estimate will be updated at the Stage III, Stage IV, and Stage V design submittals. At that time, ADOT or the City may decide to terminate the design and construction of the Project.
  - f. To equally share Project construction costs that exceed the Project contract amount that may be caused by change orders, force accounts, and/or quantity overruns. To work together on pricing of associated change order costs. ADOT will make the final decision to prevent additional costs or delay to the Project.
  - g. That if the Agreement is completely or partially terminated, or the final Project costs are less than the initial Project estimates, the unused contributions will be returned to both Parties in the same percentages as originally contributed after final Project closeout.
  - h. The Project will be performed, completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved and funds for the Project are available, be the City's authorized agent for the Project.
  - b. Invoice the City for the City's share of PDA and Project design costs, estimated at \$252,708.00, and right-of-way acquisition costs, estimated at \$150,325.00. After the design and right-of-way acquisition Project costs are finalized, the State will either



reimburse the City in the same percentages as originally contributed to the Project or invoice the City, in a 50/50 split, for the difference between estimated and actual costs to complete design and right-of-way acquisition for the Project, if necessary.

- c. Administer development of the design plans for the Project. The Project design will consist of, but is not limited to, survey & mapping, roadway/drainage/traffic/utility/landscape and aesthetic design, geotechnical investigation, Americans with Disability Act (ADA) consideration, and Storm Water Pollution Prevention Plan (SWPPP).
- d. Prepare and provide the design plans, specifications, and other such documents and services required for the design, construction bidding, and construction of the Project, and incorporate comments from the City as appropriate.
- e. Notify the City and obtain concurrence prior to continuing with the development of design, if the actual Project costs exceed the estimated cost during the development of design.
- f. Not be obligated to construct the Project, should State or any other funding not be available.
- g. Obtain all right-of-way or temporary construction easement (TCE's) needed for the Project.
- h. Manage and coordinate all design and construction efforts for utility relocations for the bypass lanes within the City or ADOT right-of-way.
- i. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of Project construction costs, including utility relocation, estimated at \$793,274.00. After the Project costs for construction are finalized, the State will either reimburse the City in the same percentages as originally contributed to the Project or after notifying the City of costs that exceed the construction cost estimate, invoice in a 50/50 split, for the difference between estimated and actual costs to complete the construction of the Project, if necessary.
- j. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).
- k. Confirm per established procedures of the State's Northcentral District Permit Office, that the City has a valid annual citywide Blanket Permit on file for only Routine/Minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. The City will submit for renewal, including insurance coverage, 30 days prior to the end of the term. Agree that any new construction or installation shall require a separate permit through the State's Northcentral District Permits Office.
- l. Notify the City of final inspection and acceptance of all the Project improvements, and be responsible for the maintenance of the roadway, signs, and intersection lighting.

3. The City will:
- a. Designate the State as the City's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay to the initial PDA and design costs, estimated at \$252,708.00 and for costs associated with the right-of-way acquisition for the Project, estimated at \$150,325.00. Be responsible for and pay, in a 50/50 split with the State, Project design and right-of-way acquisition costs that exceed the original estimate, within 30 days of receipt of an invoice.
  - c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
  - d. Investigate and document utilities within the City right-of-way; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
  - e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the City's share of the Project construction costs (which includes utility relocation costs), estimated at \$793,274.00. Be responsible for and pay, in a 50/50 split with the State, the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.
  - f. Not permit or allow any encroachments upon or private use of the City right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
  - g. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire upon Final Acceptance of the Project.
  - h. Maintain, at no cost per established procedures of the State's Northcentral District Permit Office, a valid annual citywide Blanket Permit for the Routine/Minor Maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate permit as per the State's Northcentral District's established procedures, which may be obtained through the State's Northcentral District Permit Office referenced herein. Request renewal 30 days prior to the end of the term and provide insurance coverage documentation.
  - i. After final inspection and acceptance of the Project is complete, assume maintenance responsibility of the sidewalks, landscape and irrigation, and pedestrian lighting, including but not limited to such activities as: sweeping, removal of non-hazardous spills, graffiti removal, litter and trash removal, weed control in non-landscaped areas, all roadway and pedestrian lighting, and all electrical power costs at its sole expense.

The City shall also keep the sidewalk repaired or concrete slabs replaced as necessary to correct trip hazards and any sidewalk shall be maintained to the final grade at the time of completion of the sidewalk construction, and all other responsibilities defined in the Maintenance IGA 06-067-I.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
3. This Agreement may be cancelled at any time prior to the award of the Project construction contract by the State Transportation Board and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for half of the costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
5. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for future expenses under this Agreement.
6. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.

7. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
9. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S. 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

10. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
12. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
13. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination".
14. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by Arizona Revised Statutes § 12-1518.
16. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

- 17. The Parties shall ensure that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
- 18. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
- 19. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Sedona  
Attn: J. Andy Dickey  
102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
(928) 204-7105 Fax

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, Arizona 85007  
602-712-7545

City of Sedona  
Attn: J. Andy Dickey  
102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
(928) 204-7105 Fax

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, Arizona 85007  
602-712-7545

City of Sedona  
Attn: J. Andy Dickey  
102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
(928) 204-7105 Fax

- 20. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.
-

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF SEDONA**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**SANDY MORIARTY**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
Division Director

ATTEST:

By \_\_\_\_\_  
**SUSAN IRVINE**  
City Clerk

**IGA 18-0006995-1**

**ATTORNEY APPROVAL FORM FOR THE CITY OF SEDONA**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SEDONA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

City Attorney

**EXHIBIT A**

**IGA 18-0006995-I  
Cost Estimate**

**F0206 01D/01C**

Federal funds may partially be used for the design, right-of-way, and construction of the Project, including the construction engineering (CE) and administration costs. The estimated Project costs are as follows:

**F0206 01D (ADOT Project Development Administration (PDA)/design):**

|   |                      |
|---|----------------------|
| City's contribution                           | \$ 252,708.00        |
| State's contribution (State or federal funds) | <u>\$ 252,708.00</u> |
| <b>Subtotal - PDA */Design</b>                | <b>\$ 505,416.00</b> |

**F0206 01R (right-of-way):**

|   |                      |
|---|----------------------|
| City's contribution                           | \$ 150,325.00        |
| State's contribution (State or federal funds) | <u>\$ 150,325.00</u> |
| <b>Subtotal - Right-of-Way</b>                | <b>\$ 300,650.00</b> |

**F0206 01C (utility relocation/construction):**

|   |                        |
|---|------------------------|
| City's contribution                           | \$ 793,274.00          |
| State's contribution (State or federal funds) | <u>\$ 793,274.00</u>   |
| <b>Subtotal - Construction**</b>              | <b>\$ 1,586,548.00</b> |

**Estimated TOTAL Project Cost** **\$ 2,392,614.00**

**Total Estimated City Funds** **\$ 1,196,307.00**  
**Total Estimated State (or Federal) Funds** **\$ 1,196,307.00**

\*included in the City Estimated Funds

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)



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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, IDENTIFYING COST-SHARING RESPONSIBILITIES FOR RIGHT-TURN BYPASS LANES AT THE INTERSECTION OF SR 179 & SR 89A; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS; the City of Sedona (“City”) and the State of Arizona, acting by and through its Department of Transportation (“ADOT”), have prepared an intergovernmental agreement identifying each agency’s responsibilities for cost-sharing of right-turn bypass lanes at the intersection of SR 179 & SR 89A, and

WHEREAS; the City and ADOT are mutually agreeable to entering into an agreement and desire to partner in the implementation of right-turn bypass lanes at the intersection of SR 179 and SR 89A, and

WHEREAS; the City has reviewed the terms of the intergovernmental agreement and determined that it is in the proper form required by A.R.S. §§ 11-951 through 11-954,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with ADOT identifying cost-sharing responsibilities for right-turn bypass lanes at the intersection of SR 179 & SR 89A attached hereto as Exhibit A, and the Mayor is authorized to execute said Agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 23<sup>rd</sup> day of October, 2018.

---

Sandra J. Moriarty, Mayor

ATTEST:

---

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

---

Robert L. Pickels, Jr., City Attorney