

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, APRIL 9, 2019

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

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

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

PROCEDURES:

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

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

2. CITY'S VISION/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - March 26, 2019 City Council Regular Meeting.
- Minutes - March 27, 2019 City Council Special Meeting.
- Approval of Proclamation, Fair Housing Month, April 2019.
- Approval of Proclamation, Patriots' Day, April 19, 2019.
- Approval of Proclamation, American Legion Centennial Day, April 27, 2019.
- AB 2475 Approval of a resolution amending the development agreement between the City of Sedona and Verde Valley Habitat for Humanity for the construction of three owner-occupied affordable housing units located at 460 Peach Lane in Uptown Sedona.
- AB 2478 Approval of award of a construction contract for the WWRP Tertiary Filter Improvements Project to Strategic Construction Solutions, Inc., in an amount not to exceed of \$1,386,850 and award of a Professional Services Contract for Construction Administration and Inspection (CA&I) Services to Carollo Engineers, Inc. an amount not to exceed \$118,649.
- AB 2472 Approval of authorization to enter into a Master Equity Lease Agreement and related Maintenance Agreement with Enterprise Fleet Management subject to final review by the City Attorney.
- AB 2479 Approval of reappointment of Judge Ronald Ramsey and appointment of Judge Paul Julien as Pro-Tem Judges for the Sedona Municipal Court.

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

- Presentation of Proclamation, Patriots' Day, April 19, 2019.
- Presentation of Proclamation, American Legion Centennial Day, April 27, 2019.

8. REGULAR BUSINESS


- AB 2388 Public hearing/discussion/possible action regarding approval of a resolution adopting the Community Focus Area (CFA) Plan for the Sunset Live/Work CFA.
- AB 2481 Discussion/possible action regarding a letter to the Yavapai College Governing Board expressing support for the formation of a centralized career and technical education facility for the Verde Valley.

**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

- c. AB 2461 Discussion/possible action regarding proposed State legislation and its potential impact on the City of Sedona. 
- d. Reports/discussion regarding Council assignments.
- e. Discussion/possible action regarding future meeting/agenda items.

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: _____

By: _____

Susan L. Irvine, CMC
City Clerk

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

A copy of the packet with material relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. 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
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, March 26, 2019, 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 Bill Chisholm, Councilor John Currivan, Councilor Janice Hudson, Councilor Scott Jablow, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager/Director of Community Development Karen Osburn, City Attorney Robert Pickels, Jr., City Prosecutor/Assistant City Attorney Lisa Weiler-Parsons, Lieutenant Lucas Wilcoxson, Wastewater Manager Roxanne Holland, Public Works Director/City Engineer Andy Dickey, Engineering Supervisor Stephen Craver, Associate Engineer James Crowley, Associate Engineer Bob Welch, Assistant Engineer Ryan Mortillaro, PC Helpdesk Technician Pam Clark, GIS Analyst Lisa Luers, Director of Financial Services Cherie Wright, Parks & Recreation Manager Rachel Murdoch, City Clerk Susan Irvine.

2. City's Vision

A video of the City's Vision was played.

3. Consent Items

- a. **Minutes - March 12, 2019 City Council Regular Meeting.**
- b. **Approval of Proclamation, Annual Start by Believing Day, April 3, 2019.**
- c. **AB 2463 Approval of resolutions authorizing Intergovernmental Agreements between the City and the Sedona-Oak Creek Joint Unified School District No. 9 for: 1) Operation and Maintenance of the Sedona Community Swimming Pool and 2) Use of Facilities.**
- d. **AB 2468 Approval of a Construction Contract with Kinney Construction, LLC in an amount not-to-exceed \$1,923,094 for the Wastewater Collection System Improvements (Mystic Hills and Chapel Lift Stations); and approval of a Professional Services Contract with Sunrise Engineering, Inc. for post design services for the Wastewater Collection System Improvements (Mystic Hills and Chapel Lift Stations) in an amount not-to-exceed \$137,600.**
- e. **AB 2477 Approval of recommendation regarding a new Series 11 Hotel/Motel Liquor License for Amara Resort & Spa located at 100 Amara Lane, Sedona, AZ (File #52803).**
- f. **AB 2445 Approval of the Sedona Sustainable Tourism Plan.**

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

Motion: Vice Mayor Martinez moved to approve consent items 3a, 3b, 3c, 3d, and 3e. Seconded by Councilor Williamson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

Pulled Consent Items –

3f. AB 2445 Approval of the Sedona Sustainable Tourism Plan.

Questions from Council which were answered by Justin Clifton and Jennifer Wesselhoff, President and CEO of the Sedona Chamber of Commerce and Tourism Bureau.

Motion: Vice Mayor Martinez moved to approve the Sedona Sustainable Tourism Plan. Seconded by Councilor Jablow. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

4. Appointments – None.

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

Councilor Williamson urged everyone to check out the Library's programs and events as they have added many interesting things. Councilor Jablow stated that Earth Day is April 22nd, and the Sustainability Alliance is creating a map of events in the area for the entire month of April at www.vvearthday.com. He also advised that Paul Chevalier, the Verde Valley representative on the Yavapai College Board, is attempting to bring a centralized career and technical education facility to the Verde Valley. This will be on the agenda for the College on April 23rd at 12:45 p.m. in Building M of the Clarkdale campus. Councilor Chisholm advised that the Sustainability Alliance is looking for 6,000 pledges from people for days in April where they don't eat meat, dairy, fish, or eggs and have received 1,961 so far. Vice Mayor Martinez stated that Yappy Hour is switching to summer hours on April 1st and will begin at 8:00 a.m. due to the warmer weather. Mayor Moriarty related that the Food Truck Festival was last weekend with approximately 4,000 in attendance. This Saturday the Vietnam Veterans Day event will take place from 11:00 a.m. to 3:00 p.m. in Camp Verde at the Fort Verde State Park. Vice Mayor Martinez stated that the community pool opening has been delayed due to a lack of lifeguards.

6. Public Forum

Jon Thompson, Sedona, expressed his appreciation in the Council's approval of the Sustainable Tourism Plan and for elevating sustainability to a high priority at their January retreat. He advised that Earth Day month is April and urged everyone to participate in the Plants for the Planet pledge program.

Craig Meyers, Sedona, expressed his displeasure with the internet service provided by Suddenlink. He asked if there was anything the City could do to get improved service.

7. Proclamations, Recognitions, and Awards

a. Presentation of a check for Proposition 202 funding from the Yavapai-Apache Nation to the City of Sedona.

Vice Chairman Larry Jackson presented a check in the amount of \$18,050.50 for Proposition 202 funding to the City on behalf of the Yavapai-Apache Nation. Mayor Moriarty thanked them for their generous donation.

b. Presentation of Proclamation, Annual Start by Believing Day, April 3, 2019.

Mayor Moriarty read the Proclamation and presented it to Sergeant James Tobin from the Yavapai College Police Department. Sergeant Tobin thanked the Council for the

recognition and support for this issue. He invited everyone to a series of events on April 3rd at Yavapai College in Clarkdale.

8. Regular Business

- a. **AB 2457 Public hearing/discussion/possible action regarding the adoption of a Development Impact Fee Land Use Assumptions Document & Infrastructure Improvement Plan as required by A.R.S. § 9-463.05 for the City of Sedona to adopt updated Development Impact Fees.**

Presentation by Karen Osburn.

Questions from Council.

Opened the public hearing at 5:13 p.m.

No comments were heard.

Closed the public hearing and brought back to Council at 5:13 p.m.

Motion: Councilor Williamson moved to adopt the Development Impact Fee Land Use Assumptions Document & Infrastructure Improvement Plan. Seconded by Councilor Hudson. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Hudson, Jablow, and Williamson) and zero (0) opposed.

- b. **AB 2464 Discussion/possible direction regarding the findings and recommendations of the wastewater financial plan, cost of service analysis, and rate study prepared by Willdan Financial Services.**

Presentation by Cherie Wright, Willdan Financial Services Project Manager Kevin Burnett, Deputy Project Manager Pat Walker, and Justin Clifton.

Questions from Council.

Break at 6:55 p.m. Reconvened at 7:14 p.m.

Opened to the public at 7:15 p.m.

The following spoke regarding this item: Kali Gajewski, Sedona, Craig Meyers, Sedona.

Brought back to Council at 7:19 p.m.

Continuation of presentation. Additional questions and comments from Council.

By majority consensus, Council directed staff and the consultants as follows:

- 1. pursue Option D (Assumed 100% of water use October through April and 70% of water use May through September & Combined Residential Standard and Low Flow) for the rate**
- 2. Use Option B based on meter size for Capacity Fees**
- 3. Sales Tax Subsidy should be reduced by a fixed amount of \$100,000 per year**
- 4. No rate increases until 2025 assuming no significant changes in financial needs**
- 5. Debt financing may be considered in the future if the need arises**
- 6. Use highest strength rate for mixed use accounts with flexibility afforded**

7. Fee waivers should be allowed.

c. AB 2476 Presentation/discussion regarding Yavapai County's Verde Connect Project.

Introduction by Justin Clifton. Presentation by Yavapai County Assistant Public Works Director Roger McCormick and Vamshi Yellisetty Project Manager from Jacobs Engineering.

Questions from Council.

Presentation and discussion only. No action taken.

d. AB 2461 Discussion/possible action regarding proposed State legislation and its potential impact on the City of Sedona.

Presentation by Robert Pickels, Jr.

Questions and comments from Council.

Discussion only. No action taken.

e. Reports/discussion regarding Council assignments

Councilor Chisholm advised that he attended a Sedona Recycles meeting and they continue to struggle but are pursuing grants. They are celebrating their 30th anniversary this year and are planning a celebration in November.

f. Discussion/possible action on future meeting/agenda items

Mayor Moriarty advised that there is a work session tomorrow at 3:00 p.m. Councilor Jablow requested an agenda item for April 9th for a letter of support for the Yavapai College pursuit of a trades school. Councilor Williamson seconded the request. Robert Pickels, Jr. asked that Council consider the request from the League for service on their policy committees.

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 9:20 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on March 26, 2019.

Susan L. Irvine, CMC, City Clerk

Date

Sedona City Council
Regular Meeting
Tuesday, March 26, 2019
4:30 p.m.

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, March 27, 2019, 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 Bill Chisholm, Councilor John Currivan, Councilor Janice Hudson, Councilor Scott Jablow, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager/Community Development Director Karen Osburn, City Attorney Robert Pickels, Public Works Director/City Engineer Andy Dickey, Engineering Supervisor Stephen Craver, Associate Engineer Bob Welch, Citizen Engagement Coordinator Lauren Browne, City Clerk Susan Irvine.

2. Special Business

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

Presentation by Stephen Craver, Andy Dickey, Justin Clifton, and Robert Pickels, Jr.

Questions and comments from Council.

By majority consensus, Council's initial opinion for SIM-4 SR 179 Improvements was that Option 3 for the Tlaquepaque pedestrian crossing was preferred dependent upon cost.

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.

Executive Session was held as shown above.

4. Adjournment

Mayor Moriarty adjourned the meeting at 4:22 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on March 27, 2019.

Susan L. Irvine, CMC, City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Karen Osburn
Contact Phone Number	928-203-5067
Contact Mailing Address	102 Roadrunner Drive
Contact Email Address	KOsburn@SedonaAZ.gov
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	City of Sedona
Website Address (if applicable)	www.SedonaAZ.gov
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Justin Clifton
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	April 2019
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input type="checkbox"/> Presentation at Meeting <input checked="" type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	

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

The City of Sedona is required to annually declare April as Fair Housing Month as part of the Community Development Block Grant (CDBG) program.

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

This promotes that Sedona is a fair housing community and is committed to fair housing for all its citizens.

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

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



**Proclamation
Fair Housing Month
April 2019**

WHEREAS, the National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do proclaim April as Fair Housing Month in Sedona and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Issued this 9th day of April, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	James D. Cates
Contact Phone Number	928 282-5374
Contact Mailing Address	70 Ranch Road
Contact Email Address	jcates@npgcable.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Sons of the American Revolution requests proclamation of Patriots' Day to commemorate the sacrifices of the men and women who won America's freedom.
Website Address (if applicable)	http://www.sarprescottaz.com/
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Councilors Chisholm, Currivan, Jablow and Vice Mayor Martinez
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	April 19, 2019
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input type="checkbox"/> Presentation at Meeting <input checked="" type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	James D. Cates, President Prescott Sons of the American Revolution

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

National Society of Sons of the American Revolution was founded April 30, 1889, the 100th anniversary of George

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

Our freedom to govern ourselves and our rights guaranteed by the Constitution derive from the sacrifices made by the patriots who bought our liberty with their lives and perseverance. SAR wishes to honor them and remind our residents that freedom was dearly won and should be treasured.

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

*Office of the Mayor
City of Sedona, Arizona*



**Proclamation
Patriots' Day
April 19, 2019**

WHEREAS, in the early hours of April 19, 1775, American patriot men and women rode through the Massachusetts countryside to warn fellow citizens that British troops were marching toward Lexington with the intention of capturing patriot leaders and military stores; and

WHEREAS, answering this alarm, seventy-seven Lexington Minutemen boldly stood before 800 British troops who had gathered at Lexington Green; and

WHEREAS, eight Minutemen paid the ultimate price for American Liberty on this morning; and

WHEREAS, when British troops continued on to Concord, a second battle ensued at the Old North Bridge, where Minutemen gathered from all surrounding villages and towns, routed the British, and drove them back to Boston; and

WHEREAS, it is fitting and proper to accord official recognition of the sacrifices made by the men and women who persevered to give future generations the benefits of freedom; and

WHEREAS, April 19, 2019, marks the two hundred and forty-fourth anniversary of the Battles of Lexington and Concord, the beginning of our forebearers' fight for American Liberty; and

WHEREAS, the Prescott Chapter of the Arizona Society, Sons of the American Revolution, reminds all Americans that our liberty today is the result of the courage and sacrifice of these patriots.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim April 19, 2019, as "Patriots' Day."

Issued this 9th day of April, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	Jeri Strande
Contact Phone Number	928-649-3374
Contact Mailing Address	2125 W. Running Iron Ln. Ctwd, AZ
Contact Email Address	sicity84@cableone.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	The American Legion is turning 100 years old. The organization is divided into 55 departments; each department is divided into Areas or Counties; each area is divided into districts, the next downward level are posts. We are part of District 8, and as our parent organization turns 100, so do all of its subsidiary organizations.
Website Address (if applicable)	http://alazp135.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Mayor Sandy Moriarty and Vice Mayor John Martinez
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	April 27, 2019
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Jeri Strande 928-649-3374 sicity84@cableone.net

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

The American Legion was chartered and incorporated by Congress in 1919 as a patriotic veterans organization devoted to mutual helpfulness. It is the nation's largest wartime veterans service organization, committed to mentoring youth and sponsorship of wholesome programs in our communities, advocating patriotism and honor, promoting strong national security, and continued devotion to our fellow servicemembers and veterans. Some of the better: Passed a resolution just months after creation in support of Boy Scouts of America. Today, the Legion is the chartering agency for more than 1,700 Scouting units made up of approximately 64,000 youths; in 1921 - the Legion's efforts resulted in the creation of the U.S. Veterans Bureau, forerunner of the Veterans Administration; in 1935, hosted the first American Legion Boys State to help youths gain an understanding of the structure and operation of the federal government. Today, more than 19,500 young men participate in Boys State.

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

The Proclamation will increase awareness and recognition of the many accomplishments that have benefited the Nation as a whole. Through the Centennial Celebration, citizens will become aware of sacrifices that members have made on behalf of all American citizens and how those sacrifices and achievements have benefits veterans, youth and the overall communities. Even tho the Centennial Celebration will be held in Camp Verde it is an open-to-the-public event which will foster camaraderie between the cities such as Cottonwood, Camp Verde, Clarkdale and Cornville. The purpose of the event is not to only celebration the Legion's 100th birthday, but to recognize ALL of the citizens that make our country great! Along with highlighting Legion accomplishments, this celebration is open to all local non-profits who would like to present their programs through approved displays. The event has previously been presented in the local news media and community TV presentation is planned.

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

*Office of the Mayor
City of Sedona, Arizona*



**Proclamation
American Legion Centennial Day
April 27, 2019**

WHEREAS, The American Legion has been a staunch advocate for veterans and their families since 1919; and

WHEREAS, The American Legion was founded on the four pillars of care for veterans, a strong national defense, Americanism, and children and youth; and

WHEREAS, The American Legion has played a leading role in initiatives and breakthroughs that have affected the lives of Americans in every community, from the U.S. Flag Code to the GI Bill; and

WHEREAS, the Posts of The American Legion within Yavapai County have fulfilled the Legion's mission since 1919 through programs such as Boys State, Boy Scouts of America, and School Awards for Scholarship and Citizenship; and

WHEREAS, The American Legion is celebrating its centennial in 2018-2019.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim April 27, 2019, as "American Legion Centennial Day."

Issued this 9th day of April, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2475
April 9, 2019
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Approval of a resolution amending the development agreement between the City of Sedona and Verde Valley Habitat for Humanity for the construction of three owner-occupied affordable housing units located at 460 Peach Lane in Uptown Sedona.

Department	City Manager's Office
Time to Present	N/A
Total Time for Item	
Other Council Meetings	3/13/2018
Exhibits	A. Resolution B. Amendment to Development Agreement C. Original Development Agreement between City and Habitat D. Letter from Habitat Executive Director.

City Attorney Approval	Reviewed 4/1/19 RLP	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve a resolution amending the development agreement with Habitat for Humanity.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On March 13, 2018, the City entered into a development agreement with Verde Valley Habitat for Humanity (Habitat) for the construction of three new affordable housing units in Uptown Sedona. Habitat, a non-profit organization, asked the City to partner with them on this project and requested that the City provide financial support to pay or waive the development review, permit and building inspection fees, development impact fees (DIF), and sewer capacity fees associated with this permit application. The original development agreement is included as Exhibit C.

Per the development agreement, the City paid \$38,374 on behalf of Habitat for the development impact and sewer capacity fees and waived approximately \$7,000 in development review and building permit fees.

Habitat was obligated to construct a triplex at 460 Peach Lane consisting of two three-bedroom units and one two-bedroom unit within the term of the agreement, which was twelve months or until completion of the project, whichever occurred first. The agreement was approved by Council in March 2018, but the effective date, or the date executed by Habitat, was May 9, 2018.

The project was originally proposed to be a “blitz build,” intended to construct these homes in two weeks in August 2018. That was not possible. The blitz build idea was abandoned, primarily due to a shortage of contractors willing and able to commit to the project. Habitat has experienced additional delays with plan submittals, fundraising, and finding available tradespeople given the current market and the high demand and short supply of qualified labor.

While Habitat has now received the building permit for this project, they will not be able to complete construction by May 9, 2019. They are therefore requesting the development agreement be extended for an additional twelve months to ensure that the project can be completed under the required terms. The proposed amendment is included as Exhibit B and a letter from Habitat is included as Exhibit D.

Habitat’s Homeowner Selection Committee has already considered applications for low-income families to become owners of these homes and has selected buyers for two out of the three units. They are expecting construction to commence in May 2019.

Community Plan Consistent: Yes - No - Not Applicable

One of the six major outcomes identified in the Sedona Community Plan is housing diversity. The Plan suggests that in 2020 and beyond success will have been achieved if Sedona has fostered the building of different housing types to provide more options for all ages and income levels by using innovative public policies and programs and nurturing partnerships with private developers. The Plan envisions this housing diversity will attract more young people, families, and professionals to become a vital part of our community life (Community Plan Introduction Section - Major Outcomes). The Plan also identifies encouraging diverse and affordable housing options as a goal in its Land Use, Housing, and Growth section (Section 3, page 17).

The Housing section of the Community Plan (page 23) states that diversity of housing choices is essential for a prosperous, sustainable, and healthy place to live. It recognizes that:

- A sustainable community offers a range of housing types by providing opportunities for people to live near jobs, shopping and services, which enable shorter trips, the use of alternative transportation, and a reduction in traffic congestion.
- There are economic benefits associated with housing diversity such as the ability to attract and retain businesses and employees.
- Housing choices are also important to seniors whose needs change as they age.
- Families and young people who grew up in Sedona may relocate due to lack of housing choices.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution 2019-__ approving an amendment to the development agreement between the City of Sedona and Verde Valley Habitat for Humanity, providing for a twelve month extension to the term of the original agreement.

RESOLUTION NO. 2019-__
460 PEACH LANE
1ST AMENDMENT TO DEVELOPMENT AGREEMENT

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING THE FIRST AMENDMENT TO A DEVELOPMENT
AGREEMENT WITH VERDE VALLEY HABITAT FOR HUMANITY, A PRIVATE NON-
PROFIT CORPORATION FOR THE 460 PEACH LANE PROJECT.**

WHEREAS, the City of Sedona ("City") and Verde Valley Habitat for Humanity, a private non-profit corporation, entered into a development agreement on March 13, 2018 for three (3) affordable housing units at 460 Peach Lane in Uptown Sedona that will include provisions to ensure the project addresses local affordable housing needs; and

WHEREAS, amendments to the development agreement are necessary to extend the term for an additional 12 months.

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 finds that the 1st amendment to the development agreement with Verde Valley Habitat for Humanity, a private non-profit corporation, for the 460 Peach Lane Project attached hereto as Exhibit A is consistent with the Community Plan pursuant to A.R.S. § 9-500.05, and approves of the amendment agreement, authorizing the signature by the Mayor and recording by law.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of April, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

WHEN RECORDED RETURN TO:

City Clerk
City of Sedona
102 Roadrunner Drive
Sedona, AZ 85336

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
(Sedona/Habitat for Humanity)**

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT (the "**Amendment**") is made as of the ___ day of _____, 2019, by and between the CITY OF SEDONA, ARIZONA, an Arizona municipal corporation (the "**City**"), and Verde Valley Habitat for Humanity, a private non-profit corporation ("**Habitat**"). The City and the Developer are sometimes referred to in this Agreement collectively as the "**Parties**," or individually as a "**Party**."

RECITALS

A. On March 13, 2018 the City of Sedona entered into that certain Development Agreement by and between the City of Sedona and Verde Valley Habitat for Humanity, relating to the development of three owner-occupied affordable housing units located at 460 Peach Lane in Sedona (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Yavapai County, Arizona on May 9, 2018.

B. The City and Habitat wish to amend the Original Development Agreement to extend the term of the agreement for an additional twelve (12) months.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Habitat agree as follows:

1. The original Development Agreement is hereby amended, deleting Paragraph 2. in its entirety and substituting, in lieu thereof, the following paragraph:

“2. Term. Once executed by the parties the term of this Agreement shall be deemed to commence as of the Effective Date and shall continue to twenty-four (24) months from the original Effective Date, or until completion of the proposed housing project, whichever occurs first.”

2. Except to the extent expressly amended hereby, the original Development Agreement shall remain in full force and effect without impairment or modification.

3. This Amendment shall be governed by and construed under Arizona law.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, assigns, and successors in interest. The provisions of this Amendment may not be amended or altered except by a written instrument duly executed by each of the Parties hereto.

5. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

VERDE VALLEY HABITAT FOR HUMANITY,
a private non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Verde Valley Habitat for Humanity, a private non-profit corporation, on behalf of Verde Valley Habitat for Humanity.

Notary Public

My Commission Expires:

CITY OF SEDONA, an Arizona municipal corporation

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of April, 2019, by Sandra J. Moriarty, the Mayor of the City of Sedona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

**RESOLUTION NO. 2018-06
460 PEACH LANE
DEVELOPMENT AGREEMENT**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH VERDE VALLEY
HABITAT FOR HUMANITY, A PRIVATE NON-PROFIT CORPORATION FOR THE
460 PEACH LANE PROJECT.**

WHEREAS, the City of Sedona ("City") and Verde Valley Habitat for Humanity, a private non-profit corporation, intend to enter into a development agreement for three (3) affordable housing units at 460 Peach Lane in Uptown Sedona that will include provisions to ensure the project addresses local affordable housing needs.

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

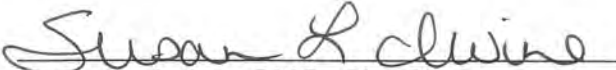
The City of Sedona, through its Mayor and Council, hereby finds that the development agreement attached hereto as Exhibit A is consistent with the Community Plan pursuant to A.R.S. § 9-500.05, and approves of the agreement, authorizing the signature by the Mayor and recording by law.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of March, 2018.




Sandra J. Moriarty, Mayor

ATTEST:



Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:



Robert L. Pickels, Jr., City Attorney

EXHIBIT A

When recorded mail to:

City Clerk
City of Sedona
102 Roadrunner Drive
Sedona, Arizona 86336

**DEVELOPMENT AGREEMENT
(Construction of Affordable Housing Units)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) for the construction of three (3) affordable housing units at 460 Peach Lane in Uptown Sedona (“Project”) is entered into and effective this 9th day of MAY, 2018, by and between the CITY OF SEDONA, an Arizona municipal corporation (“City”) and the Verde Valley Habitat for Humanity, a private non-profit corporation (“Habitat”).

RECITALS

- A. Habitat is the owner of the real property located at 460 Peach Lane in Sedona.
- B. Habitat intends to construct three owner occupied units on the property located at 460 Peach Lane and restrict the use and occupancy of the homes to meet Habitat’s affordable housing guidelines for home ownership.
- C. Habitat has asked the City to waive associated building, development impact, and sewer capacity fees for the Project.
- D. Habitat and the City wish to enter into this Agreement to provide for a financial contribution from the City’s affordable housing fund to be intended to be used to pay for the development impact and sew capacity fees for the Project.
- E. The addition of affordable housing units is identified as a goal in the City’s Community Plan, the 2018 City Council identified priorities, the City’s Development Incentives and Guidelines for Affordable Housing policy. Because of the benefit to the City in the Project, the City is willing to contribute towards the cost of constructing these affordable housing units through this Agreement.
- F. Arizona Revised Statutes § 9-500.05 allows a municipality and any other person having an interest in real property located in a municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use including applicable land use rules, regulations and official policies; permitted land use; density and intensity of land use; phasing of the development and duration of the development agreement; and development fees.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Accuracy of the Recitals. Each of the parties to the extent such knowledge is within their respective control, hereby acknowledges, to the best of their knowledge, the accuracy of the Recitals, which are incorporated herein by this reference.

2. Term. Once executed by the parties, the term of this Agreement shall be deemed to commence as of the Effective Date and shall continue for twelve (12) months, or until completion of the proposed housing project, whichever occurs first.

3. Additional Covenants of Habitat.

- 3.1 Habitat shall construct (or cause to be constructed) a triplex consisting of three (3) affordable housing units, two (2) three-bedroom units and one (1) two-bedroom units, which will serve the City.
- 3.2 Habitat shall pay all the construction costs, which include the costs associated with the design, engineering, acquisition, and construction of the three (3) units.
- 3.3 Habitat shall commence construction within three hundred and sixty-five (365) days of the issuance of City construction permits and shall continue work until the Project is complete.

4. Additional Covenants of City.

- 4.1 The City will contribute Thirty-Eight Thousand Three Hundred Seventy-Four and No/100 Dollars (\$38,374.00) (the "City Contribution") from City's Affordable Housing Fund towards the cost of the Project.
- 4.2 As consideration for Habitat's construction of the Project, City shall pay the City Contribution to Habitat at the time the fees are due and payable. The City Contribution will not be further adjusted based on actual costs of the Project.

5. Approvals. Habitat shall obtain all necessary approvals, permits, consents and authorizations from the City prior to constructing the Project.

6. Reimbursement. Subject to Force Majeure (as hereinafter defined), and delays caused by the City, should Habitat fail to timely complete the Project pursuant to this Agreement, Habitat shall reimburse City in full the amount of the City Contribution, within thirty (30) days of the expiration of this Agreement.

7. City Representations and Warranties. The City represents and that all representations set forth by City in this Agreement are accurate and truthful to the best of its knowledge and belief.

7.1 That the City is a duly organized, validly existing municipal corporation in the State of Arizona. The transactions contemplated by this Agreement, the execution of this Agreement and the City's performance hereunder have been duly authorized by all requisite action of the City and no other approval or consent is required for this Agreement to be binding upon the City. The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind the City. The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or default under, any term or provision of any applicable Agreement, instrument, law, rule, regulation or official policy to which the City is a party or by which the City is bound.

8. Habitat Representations and Warranties.

8.1 Habitat represents and warrants that each of their respective representations set forth in this Agreement are accurate and truthful to the best of its knowledge and belief.

8.2 That Habitat is a duly organized, validly existing Arizona non-profit corporation licensed to do business in the State of Arizona. Habitat is not a construction company or a licensed contractor. The transactions contemplated by this Agreement, the execution of this Agreement and Habitat's performance hereunder have been duly authorized by all requisite action of Habitat and no other approval or consent is required for this Agreement to be binding upon Habitat. The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind Habitat. The execution of this Agreement and the consummation of the transactions contemplated hereby will not, to the best of Habitat's knowledge, result in any violation of, or default under, any term or provision of any applicable agreement, instrument, law, rule, regulation or official policy to which Habitat is a party or by which Habitat is bound.

9. Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, the City and Habitat each shall designate and appoint a representative to act as a liaison between the City, its various departments and Habitat. The initial representative for the City (the "City Representative") shall be its Community Development Director, Audree Juhlin, the initial representative for Habitat shall be Tania Simms, Executive Director (the "Habitat Representative"). The representatives shall, after reasonable notice, be available at all reasonable available times to discuss and review the performance of the parties' respective obligations under this Agreement.

10. Indemnification.

- 10.1 During the term of this Agreement, Habitat agrees to indemnify and hold harmless the City, their elected officials, appointees, employees, affiliates, agents, assigns and successors from any liability for claims, suits, losses, damages to persons or property, including investigation and expert witness and reasonable attorney's fees, arising as a result of Habitat's breach of this Agreement or for any injury or death resulting from Habitat's negligence in relation to the construction of the Housing Project.
- 10.2 During the term of this Agreement, City agrees to indemnify and hold harmless Habitat, their officers, employees, affiliates, agents, assigns and successors from any liability for claims, suits, losses, damages to persons or property, including investigation and expert witness and attorney's fees, arising as a result of City's negligence or breach of this Agreement. The Parties agree that neither will be liable to the other for consequential damages.

11. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and no person or entity not a Party or a successor-in-interest to a Party to this Agreement will have any right or cause of action under this Agreement.

12. Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

13. Attorney's Fees. If it becomes necessary for a Party of this Agreement to bring an action at law or other proceedings to enforce any of the terms or provisions of this Agreement, the successful Party in the action or proceeding is entitled to an award of its reasonable attorney's fees with the amount to be determined in accordance with A.R.S. § 12-341.01.

14. Amendments. No amendment is authorized under this Agreement except by written document executed by the City and Habitat.

15. Assignment. This Agreement may be assigned, with express written consent of the non-assigning Parties. Consent shall not be unreasonably withheld.

16. Limitation of Liability.

- 16.1 No member, official or employee of the City shall be personally liable to Habitat or any successor in interest to such party for any amount which may become due to Habitat from the City or any obligation under the terms of this Agreement.
- 16.2 No member, manager, or agent or employee of Habitat shall be personally liable to the City, or any successor in interest to such party for any amount which may become due to the City from Habitat or any obligation under the terms of this Agreement.

17. Further Assurances. The parties agree to take such actions including the execution and delivery of such mutually acceptable documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

19. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

20. Disclaimer. Nothing contained in this Agreement nor any act of the City or Habitat shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City or Habitat.

21. City Development Fees. The City agrees to waive all development fees otherwise imposed by the City for development of the Project. As used herein, "development fees" means all building permit fees, development review fees, subdivision fees, and other customary fees imposed by the City pursuant to ordinance generally applicable to new development in the City.

22. Force Majeure. The time for performance of any obligation or the satisfaction of any contingency under this Agreement shall be extended for the period during which a party is prevented from performing by the action or inaction of the other party, acts of God, government, or other force or event beyond the reasonable control of such party.

23. Right of Termination. Notwithstanding anything to the contrary contained herein, in the event that the Project cannot be constructed, Habitat shall have the right, but not the obligation, to terminate this Agreement by notice to the City. In the event that Habitat shall elect to so terminate this Agreement, and if, at such time the City Contribution has been paid to Habitat, Habitat shall reimburse the City in full for the City Contribution, within thirty (30) days of such termination.

24. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona.

25. Amendments. This Agreement may be amended only by a mutual written agreement fully executed by the Parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties, oral or written, are superseded and merged into this Agreement.

This Agreement is effective as of the date of the last authorized signature affixed below.

Attest:

City of Sedona

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

By Sandra J. Moriarty
Sandra J. Moriarty, Mayor

APPROVED AS TO FORM:

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

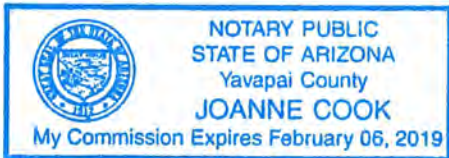
STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On this 14 day of March, 2018, before me, the undersigned officer, personally appeared Sandra J. Moriarty who acknowledged herself to be the Mayor of the CITY OF SEDONA, an Arizona municipal corporation whom I know personally, and she, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

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

NOTARY SEAL:

JoAnne Cook
Notary Public



END OF PAGE

Verde Valley Habitat for Humanity

Tania Simms
Tania Simms, Executive Director

STATE OF ARIZONA)
) ss.
COUNTY OF Yavapai)

On this 9 day of MAY, 2018, before me, Alberto Salas, Notary Public, personally appeared Tania Simms who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Executive Director of Verde Valley Habitat for Humanity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

NOTARY SEAL:

Alberto Salas
Notary Public



END OF PAGE



March 25, 2019

City of Sedona
Mayor Moriarty and Council Members
102 Roadrunner Drive
Sedona, AZ 86336

RE: Extension of Development Agreement for
460 Peach Lane Tri-plex affordable housing units

Dear Mayor Moriarty and Distinguished Council Members,

Verde Valley Habitat for Humanity is extremely thankful to the city for the Development Agreement we entered into May of 2018. This agreement allowed the city to make a contribution to our organization from the affordable housing fund to pay for building, development impact, and sewer capacity fees for the construction of three affordable housing units at 460 Peach Lane.

When we entered into this agreement last year, we anticipated construction of these three housing units to begin in October of 2018. The architect and engineer took much longer than we expected to complete the design plans and submit them to the city for application of our building permits. As you may know, many in our local construction community have been extremely busy and these local professionals experienced challenges meeting our commitment deadlines. This created delays in our construction timeline that we had no control over.

Due to the delays we experienced, we were unable to meet our October 2018 construction start date. We have now obtained our building permits and are planning actual construction to begin in mid May 2019. Our construction committee is scheduling a nine month construction timeline to completion for all three housing units.

I am respectfully requesting an extension to the Development Agreement for another 12 months. I would like the extra three months in the extension to allow for any additional potential delays we might experience.

Yours in Service,

Tania Simms

Tania Simms
Executive Director

737 S. Main Street
Cottonwood, AZ 86326
Phone: (928) 649-6788



**CITY COUNCIL
AGENDA BILL**

**AB 2478
April 9, 2019
Consent Items**

Agenda Item: 3g
Proposed Action & Subject: Approval of award of a construction contract for the WWRP Tertiary Filter Improvements Project to Strategic Construction Solutions, Inc., in an amount not to exceed of \$1,386,850 and award of a Professional Services Contract for Construction Administration and Inspection (CA&I) Services to Carollo Engineers, Inc. an amount not to exceed \$118,649.

Department	Wastewater
Time to Present	N/A
Total Time for Item	
Other Council Meetings	October 9, 2018
Exhibits	A. Construction Contract B. Professional Services Contract

City Attorney Approval	Reviewed 4/1/19 RLP	Expenditure Required
		\$ 1,386,850 (Construction)
		\$ 118,649 (CA&I)
City Manager's Recommendation	Approve contracts for the replacement of tertiary filters.	Amount Budgeted
		\$ 1,496,632 (FY19 Budget Balance – additional budget capacity for carryover to FY20 will be requested)
		Account No. 59-5320-89-6868 (Description) Tertiary Filter Upgrades
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting City Council approval of a construction contract in the amount of \$1,386,850 for the WWRP Tertiary Filter Improvements Project with Strategic Construction Solutions, Inc. The project will retrofit existing sand filters with new cloth media minidisk filters. In addition, staff is requesting approval of a professional services contract in the amount of \$118,649 for Construction Administration & Inspection (CA&I) with Carollo Engineers, Inc.

Background: The Wastewater Reclamation Plant (WWRP) currently uses four travelling bridge sand filters as it's tertiary filtration. Two of the existing sand filters were installed in the early 1990's as part of the original construction of the WWRP. Two additional, identical sand

filters were installed as part of a plant upgrade in 1999. Significant increases in operation and maintenance (O&M) of the sand filters has been experienced in recent years, including poor pump condition and performance, deteriorating media and underdrains, and extensive wear on the carriage drive system. In June 2018, Carollo Engineers, Inc. completed the Tertiary Filter Evaluation Report. The report evaluated two options to resolve O&M increases: (1) refurbish all four of the existing sand filters and (2) retrofit two of the existing sand filter basins with cloth media filters. The report evaluated the hydraulic design criteria, backwash requirements, power requirements, O&M requirements, and water quality performance, including a 20-year life cycle cost analysis for each option. The results of the evaluation indicated the following advantages in option 2:

- Reduced capital cost
- Reduced life cycle cost
- Increased effluent quality
- Longer media lifetime

Therefore, it was recommended to retrofit two of the existing sand filter basins with cloth media filters, and Council approved a design contract in October 2018 to implement the recommendation of the report. The retrofit will completely replace the need for using the sand filters and will provide a total of 3 minidisk filters to satisfy current and future anticipated capacity. The other two sand filters will be kept in place and used for tertiary filtration during construction. Design of the retrofit and new filter media was completed in February 2019 and the project was advertised for bid in March 2019.

The Wastewater Department received a total of three bids for construction at the bid opening on March 27, 2019. The results of the bid are summarized in the table below:

	Strategic Construction Solutions, Inc.	MGC Contractors, Inc.	Hunter Contracting Co.	Engineer's Opinion of Cost
Base Bid	\$1,386,850	\$1,430,850	\$1,571,850	\$1,450,000
Additive Bid Item A	\$175,000	\$165,000	\$138,000	n/a

The scope of work for the base bid includes:

- Removal of existing sand filter equipment
- Modifications to the filter cells (basins), including recoating of the concrete within the cells
- Installation of new cloth media minidisk filters
- Installation/modification of yard piping
- Electrical panel modifications
- SCADA Programming; and
- Start-up and testing of new equipment

Additive bid item A included recoating of the concrete channels outside of the filter cells. The bids were evaluated for adherence to bid requirements and contractor qualifications. Staff is recommending award of the base bid only, to the low bidder, Strategic Construction Solutions, Inc.

In addition to the construction contract, staff is recommending award of a professional services contract to Carollo Engineers, Inc. for construction administration & inspection. The scope of work included in the professional services contract includes the following:

- Selected material and equipment submittal review
- Responses to Requests for Information (RFIs) from the Contractor
- Design clarifications
- Special inspections on structural and electrical, instrumentation & control work (Public Works Inspectors will provide inspection services for all other items and day to day construction activity)
- Assistance to staff with change order review based on design intent
- Participation in construction progress meetings
- Start-up support
- Engineer's Certificate of Completion; and
- Preparation of Record Drawings

While City staff will be responsible for managing the project, and inspection for myriad work and day to day construction activities, the Construction Administration & Inspection Services Contract with Carollo Engineers will allow for necessary support on specific technical and specialty portions of the project construction.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Not approving the contracts will prevent staff from making the necessary improvements to the tertiary filters. This could have significant negative impacts such as a continued increase in O&M (both costs and labor) of the existing sand filters, the potential for poor quality effluent, and increased costs when the sand filters must be replaced in the future.

MOTION

I move to: approve award of a construction contract with Strategic Construction Solutions, Inc. for the Wastewater Reclamation Plant Tertiary Filter Improvements Project in an amount not to exceed \$1,386,850, subject to the approval of the contract by the City Attorney's Office.

I move to: approve award of a professional services contract to Carollo Engineers, Inc. for construction administration and inspection services for the Wastewater Reclamation Plant Tertiary Filter Improvements Project in an amount not to exceed \$118,649, subject to the approval of the contract by the City Attorney's Office.

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2019 by and between the City of Sedona, Arizona, hereinafter called the "Owner", and **Strategic Construction Solutions, Inc.**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **WWRP Tertiary Filter Improvements Project (the "Project")**, City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of **\$1,386,850.00**, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.
3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered 1 through 29, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.
4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing into this Agreement.
5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona

or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.
7. Contractor, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
8. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.
9. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

Advertisement for Bids
Information for and Instructions to Bidders
Bid Proposal and Bid Guaranty Bond
Contract (this document)
Change Orders
Addenda
Performance Bond, Labor and Material Payment Bond
Special Conditions
General Conditions
Technical Specifications
Notice of Award
Notice to Proceed
Plans and Drawings
Design Reports
Standard Specifications
Insurance Certificates
Participation in Boycott of Israel

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds

4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Owner. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

10. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
 - B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
 - C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
 - D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
 - E. **Contractor has given the City Engineer written notice of all conflicts, errors or**

discrepancies that he has discovered in the Contract Documents and the written resolution thereof by City Engineer is acceptable to Contractor.

- F. Contractor has attended mandatory pre-bid meetings and walk-throughs.
11. A. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.
12. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.
13. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

BY: _____

NAME: _____

CONTRACTOR: Strategic Construction Solutions, Inc.

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

BY: _____

NAME: _____

APPROVED AS TO LEGAL FORM:

BY: _____

(City Attorney)

DATE: _____

BID SCHEDULE – REVISED BY ADDENDUM #3

**City of Sedona – WWRP Tertiary Filter Improvements
Project # 2019-WW-02**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
BASE BID					
1	MOBILIZATION	1	LS	\$ 125,000.00	\$ 125,000.00
2	DEMOLITION	1	LS	\$ 80,000.00	\$ 80,000.00
3	YARD VALVES	1	LS	\$ 50,000.00	\$ 50,000.00
4	FILTER VENDOR PACKAGE	1	LS	\$ 730,000.00	\$ 730,000.00
5	STRUCTURAL	1	LS	\$ 100,000.00	\$ 100,000.00
6	MECHANICAL	1	LS	\$ 100,000.00	\$ 100,000.00
7	CONCRETE COATING SYSTEM (See Section 01230 for limits)	1	LS	\$ 75,000.00	\$ 75,000.00
7	ELECTRICAL	1	LS	\$ 50,000.00	\$ 50,000.00
8	INSTRUMENTATION & CONTROL INSTALLATION	1	LS	\$ 25,000.00	\$ 25,000.00
9	SCADA PROGRAMMING (by Automation Electric, LLC.)	Allowance		\$13,850	\$13,850
10	Start-Up and Testing	1	LS	\$ 25,000.00	\$ 25,000.00
11	Storm Water Pollution Prevention Plan	1	LS	\$ 3,000.00	\$ 3,000.00
12	Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID					\$ 1,386,850.00
ADDITIVE BID ITEM A – SEE SECTION 01230 1.03.A.2					
13	CONCRETE COATING SYSTEM (See section 01230 for limits)	1	LS	\$ 175,000.00	\$ 175,000.00
TOTAL BID ALTERNATE A					\$ 1,561,850.00
CIP: COMPLETE IN PLACE					
Owner reserves the right to vary the quantities shown at their discretion. The contractor will accept the quantities if no corrections are made at the conclusion of the pre-bid meeting. All facilities incidental to the item are included in the unit price estimate. Bid Prices submitted include all local, state and federal taxes.					

UNIT PRICES SHALL BE USED WHEN EXTENSION OF UNIT PRICES AND TOTAL AMOUNT CONFLICT. WRITTEN UNIT PRICES SHALL BE USED WHEN WRITTEN AND NUMERICAL UNIT PRICES CONFLICT. BID PRICES SUBMITTED INCLUDE ALL LOCAL, STATE AND FEDERAL TAXES.

The City of Sedona reserves the right to reject all bids, or to award only the base bid, or to award a bid based upon the total of the Base Bid plus additive alternate(s) as selected for award from the additive alternate bid schedule, if additive alternate bid schedule is applicable.

The undersigned is licensed in accordance with the Laws of the State of Arizona:

License Number ROC 253026 ROC 253024 Class General Dual KA Dual Engineering General Dual KB-1 Dual Building Contractor

NOW: In compliance with the Notice Inviting Bids and all the provisions hereinbefore and after stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the Work for the prices set forth in the preceding Schedule(s) upon which award of contract is made.

Individual Contractor Name: _____ Address: _____

Partnership Name: _____ Business Address: _____

By: _____, Partner
Other Partners: _____

Corporation Name: Strategic Construction Solutions, Inc.
Business Address: 4700 E. Southern Ave.
Mesa, AZ 85206

By: Brian Wenzel, President
Alan Harris, Secretary

Organized under the Laws of the State of Michigan

Date: 3/27/19 Contractor: Strategic Construction Solutions
William L. Willis
William J. Stollis
(SEAL) By: William J. Stollis
Director of Operations

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum #	Dated	Initial
<u>Addendum #1</u>	<u>3-12-19</u>	<u>WJW</u>
<u>Addendum #2</u>	<u>3-21-19</u>	<u>WJW</u>
<u>Addendum #3</u>	<u>3-22-19</u>	<u>WJW</u>

William J. Stollis
Signature of Bidder

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

This contract is made and entered into on this ____ day of _____, 20 _____, by and between the City of Sedona ("CITY") and **Carollo Engineers, Inc.** ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, in connection with Limited Engineering Services During Construction for the Tertiary Filter Improvements, as set forth in **Exhibit A** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$118,649.00**. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in **Exhibit A**. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,
 6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to,

correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.

7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the City of Sedona for the business it is conducting, without first having procured a current business license from the City and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks.
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury

and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of CONSULTANT who uses an automobile in providing services to CITY under this contract.

4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
 - B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
 - D. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
 - E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

12. TERMINATION. This contract shall terminate at such time as the work in the scope of work

is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY'S issuance of said written Notice of Intent to Terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.

13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this contract by CITY shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:
 - A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is

complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.

- D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
 - H. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

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

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

CONSULTANT: Carollo Engineers, Inc.
12592 West Explorer Drive, Suite 200
Boise, ID 83713

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

CITY OF SEDONA, ARIZONA

CAROLLO ENGINEERS, INC.

City Manager

By: _____

Title: _____

ATTEST:

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

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBITS

Exhibit A

- Scope of Work and Associated Costs.

Exhibit B

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

EXHIBIT A
LIMITED ENGINEERING SERVICES DURING CONSTRUCTION
TERTIARY FILTER IMPROVEMENTS
WASTEWATER RECLAMATION PLANT
CITY OF SEDONA, ARIZONA

SCOPE OF WORK

March 27, 2019

INTRODUCTION

The purpose of the following scope of work (SOW) is to outline the limited Engineering Services During Construction (ESDC) to be performed by Carollo Engineers, Inc. (CONSULTANT) for the City of Sedona's (CITY) **Wastewater Reclamation Plant (WWRP) Tertiary Filter Improvements** (Project).

The CONSULTANT will support the CITY during construction of the Project with limited ESDC services as described below. It is understood that the CITY will perform a portion of ESDC services in-house and this SOW focuses on those areas for which the City has requested additional support.

Task 100 Project Management

The CONSULTANT will report directly to the CITY Engineer or designated staff member throughout the execution of the Project. The CONSULTANT shall perform various project management and monitoring activities as part of this work effort. Specific project management services include development and update of a Project schedule, development of monthly Project progress reports and invoices, development of applicable formats and standards, and management of individual Project team resources to assist in a Project delivery consistent with the CITY's specific needs for this portion of the project.

Task 200 Bidding Bid-Phase Services

The CONSULTANT will provide bid-phase services as described below. It is assumed that the CITY will provide copies of contract documents to potential bidders and maintain a bidders list.

Pre-Bid Conference

CONSULTANT shall provide input on the agenda and attend the Pre-Bid Conference. CONSULTANT shall assist with a site walk focusing on the areas associated with the project. CONSULTANT shall also respond to potential bidders' inquiries during the Conference. It is assumed that the CITY will prepare and issue meeting notes, if necessary.

Respond to Bidders' Questions

Questions during the bid phase will be submitted to the CITY. Upon request, CONSULTANT shall assist the CITY in responding to potential bidders' questions during the bidding phase. All responses to bidders' questions shall be provided in written form and maintained in a log of responses.

Prepare Addenda

CONSULTANT shall assist in preparing addenda to the design documents if needed to clarify the intent of the design. CONSULTANT shall provide to the CITY information related to the addenda in electronic format. It is assumed that the CITY will assemble, issue, and sign final addenda. Up to two (2) addenda are assumed under this task. If additional addenda are needed, the CONSULTANT reserves the right to negotiate supplementary fees.

Bid Review

After bid closing, CONSULTANT shall assist the CITY in reviewing bids and selecting the lowest responsive, responsible Contractor whose proposal is satisfactory.

Task 300 Construction Administration and Inspection

Construction Document Management Software

CONSULTANT shall provide a subscription to EADOC for the Owner's and Contractor's use for construction document management. CONSULTANT shall configure EADOC for the project and shall provide one 2-hr combined training session for the Owner and Contractor.

Prepare Conformed Construction Documents

CONSULTANT shall conform bid documents to incorporate addenda issued during the bidding process thereby providing a consistent set of construction documents to be used during construction by CONTRACTOR, CONSULTANT, and CITY. Conformed construction documents help to assure that construction will meet all requirements added to the Project by addenda.

Changes to documents shall be indicated by strike-through for deleted items, bold for new text, and clouds for modified drawings. Conformed documents shall be submitted to the CITY in electronic (pdf) format prior to the pre-construction meeting for distribution to the Contractor. CITY shall provide the Contractor with hard copies of conformed documents.

Selected Submittal Review

This task is based on the CONSULTANT reviewing selected submittals from the Technical Specifications, as requested by the CITY. A list of specification sections for which CONSULTANT will be responsible for submittal review is included as Attachment A. For the purposes of estimating effort, it is assumed that the CONSULTANT will review up to 60 original submittals.

CONSULTANT's review will be based on an evaluation of the CONTRACTOR's proposed details for implementing the design intent represented in the contract documents, and SHALL NOT extend to means, methods, sequences, techniques, or procedures of construction selected by the CONTRACTOR, or to associated safety precautions and programs.

It is understood that the CITY will receive submittals from the CONTRACTOR and will forward selected submittals for CONSULTANT's review. CONTRACTOR shall utilize a file naming convention based on the specification section, in accordance with requirements of Contract Documents. Submittals not associated with a technical specification will follow a numbering convention established by the CITY. CONSULTANT shall review and return submittal comments to the CITY typically within 10 business days. More complex or lengthy submittals may require up to 20 business days, as allowed in the contract documents. Review comments shall be transmitted electronically to the CITY for distribution to the CONTRACTOR.

NOTE: In accordance with the contract documents, it is assumed that costs incurred as a result of additional submittal reviews beyond the second review shall be borne by the CONTRACTOR. The fee for this task is based on no more than two reviews per submittal. The CITY agrees to reimburse CONSULTANT for additional efforts associated with excessive submittal reviews.

Requests for Information

Upon request from the CITY, CONSULTANT shall respond to requests for information (RFI) from the Contractor. CONSULTANT shall provide responses electronically to CITY. CITY shall incorporate response into City's standard format and issue response document to the CONTRACTOR. This task assumes a maximum of thirty (30) RFIs. If response requires a significant clarification to the drawings, a design clarification may be issued (see below).

Design Clarifications

As needed and upon request by the CITY, design clarifications (DCs) shall be prepared to clarify construction requirements for the CONTRACTOR. DCs will be prepared in CONSULTANT's standard format, or other format acceptable to the CITY. DCs will be transmitted to the CITY electronically for distribution to the CONTRACTOR. This task assumes up to two (2) design clarifications.

Nothing in this agreement shall obligate CITY to pay CONSULTANT for the cost of correcting negligent errors or omissions in CONSULTANT's design documents. Any such issues shall be remedied by CONSULTANT at its own expense.

Special Inspections

CONSULTANT will provide special inspection services as required by the specifications to help promote meeting the requirements and intent of the Contract Documents. Anticipated inspections are included in Attachment B.

CONSULTANT shall coordinate with CITY Inspection staff at regular construction meetings to help address questions and issues. However, CONSULTANT shall not be held responsible for issues arising from inspections that are not conducted by CONSULTANT.

Change Order Review

CONSULTANT shall assist the CITY in the review of change order requests submitted by the CONTRACTOR to determine merit and appropriateness of cost. Change orders will be reviewed based on the Contract Documents and design intent. Costs will be evaluated based on CONSULTANT's cost database and vendor quotes. This task includes review assistance for up to two (2) change order requests. Additional design services related to change orders are not included in this task.

Construction Meetings

CONSULTANT will participate in meetings during the Construction Phase to help expedite approval and delivery of equipment with critical lead times, coordinate submittals, inspections, and start-up activities, and resolve field issues.

CONSULTANT shall participate in progress meetings twice per month (up to 24 meetings). CONSULTANT shall join the progress meetings by conference call. CITY shall be responsible for preparing agendas, conducting the meetings, and preparing meeting minutes for distribution to the Project team.

In addition to regular construction meetings, the CONSULTANT will participate in electrical, instrumentation and control (EI&C) meetings required by the Project specifications to coordinate project requirements with the EI&C contractors, SCADA Integrator, and CITY Inspection staff.

Task 400 Start-Up Support

CONSULTANT shall review and comment on the Start-Up Plan prepared by the CONTRACTOR for general compliance with Project specifications. CONSULTANT shall support CITY Inspection Staff during start-up to help evaluate whether all systems operate properly before the CITY grants final completion status to the CONTRACTOR. Such support shall consist of up to two (2) man-hour days on-site (one trip) during the start-up phase to assist as requested by the CITY.

Task 500 Engineer's Certificate of Completion

CONSULTANT shall prepare and submit to the CITY the Engineer's Certificate of Completion as required by ADEQ. CONSULTANT shall conduct necessary reviews of performance test reports completed by CONTRACTOR, which are not reviewed as part of other tasks. Test reports shall be provided to the CONSULTANT by CITY, as needed.

Task 600 Prepare Record Drawings

After the completion of the Project, CONSULTANT shall prepare electronic record drawings based upon as-built redlines submitted by the CONTRACTOR to the CITY. It is assumed the CITY will have previously reviewed and approved the CONTRACTOR's redlines prior to submitting them to CONSULTANT for preparation of electronic record drawings. It is assumed

CONTRACTOR will cooperate with CONSULTANT in clarifying redlines, where necessary, to facilitate preparation of record drawings. CONSULTANT shall submit electronic files of record drawings to the CITY (pdf and CAD). One webex meeting is assumed between the CONTRACTOR, CITY, and CONSULTANT to clarify questions on CONTRACTOR's submitted redlines. Additional review of redlines and/or coordination with CONTRACTOR beyond that described above is not included.

Task 700 Operation and Maintenance Manual

CONSULTANT shall prepare O&M material for new facilities constructed as part of this Project for inclusion into the existing WWRP O&M manual. Manual shall be prepared to assist the CITY with typical operations and maintenance (O&M), emergency operation, and to recommend strategies to support optimal operation.

O&M text will be prepared to be compatible with a Sharepoint electronic O&M manual platform (Sharepoint conversion not part of this scope of work). Links will be provided to access supporting documentation, such as construction photos, vendor data, design criteria, and typical O&M requirements. Edits to the existing O&M manual, other than updates associated with this Project, are not included in this task.

The electronic O&M Manual will be submitted to ADEQ upon request in accordance with APP requirements.

ASSUMPTIONS AND EXCLUSIONS

This SOW is based on a number of assumptions and exclusions, including:

- The fee assumes that the project is completed within the contract time allotted (340 calendar days). CONSULTANT reserves the right to negotiate additional fee for continued services if the project schedule is extended.
- CONSULTANT shall not furnish a full time (on-site) resident engineer (RE) or resident inspector as part of this SOW. It is understood that the CITY will provide daily inspections performed by CITY staff.
- CONSULTANT shall not be liable and/or responsible for any inspections by others or the consequences of such inspections.
- CITY shall conduct construction meetings and is responsible for preparing agendas and minutes.
- This SOW does not include reviewing all anticipated submittals, RFI's, DC's, and other documents. CONSULTANT's scope is limited to review of selected documents as defined above.
- CONSULTANT shall not be liable and/or responsible for any submittal, RFI, or other document reviewed by others or the consequences of such review. CONSULTANT shall NOT be liable for changes made by and/or coordination with any submittals, RFIs or other documents not reviewed by CONSULTANT.

- CONSULTANT shall not furnish third party services under this SOW, including surveying, geotechnical testing, coating inspections, or materials testing.
- It is understood that CITY Engineering and Inspection staff shall review CONTRACTOR redlines for accuracy on a regular basis during the Project. CONSULTANT shall develop record drawings based upon approved redlines and shall not be responsible for the accuracy of such.

FEE

The manhours and associated fee for the above scope of work is shown in Attachment C, Cost Breakdown Document (based on the provided fee schedule with a not-to-exceed amount).

SCHEDULE

The anticipated schedule is as follows:

- Bid phase: March-April 2019
- Contractor notice-to-proceed (NTP): on or before May 1, 2019
- Construction: 340 calendar days after NTP

This SOW is anticipated to be accomplished during the above time frames. All dates are approximate and subject to revision based upon actual NTP. If the project schedule is extended, CONSULTANT reserves the right to negotiate additional fee for additional services.

STANDARD OF CARE

The CONSULTANT shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time the notice to proceed is issued. The CONSULTANT and CITY mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

COST ESTIMATING

As part of this Project, the CONSULTANT may be completing cost estimates/preliminary opinions of cost. It should be noted that the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over a future Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates provided as part of this Project are the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by the CONSULTANT.

ATTACHMENT A: Submittal Review

Technical Specification Division/Section to be reviewed by CONSULTANT	
01140	WORK RESTRICTIONS
01756	TESTING, TRAINING, AND FACILITY START-UP
01759	WATER LEAKAGE TEST FOR CONCRETE STRUCTURES
DIVISION 3	CONCRETE
DIVISION 5	METALS
09960	HIGH-PERFORMANCE COATINGS
10400	SIGNAGE
11366B	CLOTH MEDIA DISK FILTERS
14632	DAVIT CRANES
15112	BUTTERFLY VALVES
DIVISION 16	ELECTRICAL
DIVISION 17	INSTRUMENTATION AND CONTROLS

ATTACHMENT B: Special Inspections to be Provided by CONSULTANT

Type	No. of Inspections	No. of Trips to Site
Structural	4	4
EI&C	1	1

ATTACHMENT C: Fee Schedule and Man-hour Estimate

CITY OF SEDONA



SEDONA WWRP

WWRP Tertiary Filter Improvements Engineering Services During Construction
Carollo Engineers, Inc.

March 27, 2019

Tasks	Detailed Manhour Breakdown							Total Manhours	ODC	Total Cost
	BDJ Project Manager/ Lead Engineer	DM Project/ Process Engineer	TR Discipline Engineer	DB Field Inspector	Trea CAD Tech.	SF CSG Admin/Doc Proc				
	\$193.00	\$185.00	\$135.00	\$135.00	\$99.00	\$85.00				
100	Project Management	12	12					24		\$ 4,536
200	Bid-Phase Services (see Note 1)									
	Pre-Bid Conference									\$ -
	Respond to Bidder's Questions									\$ -
	Prepare Addenda	2	4					6		\$ 1,126
	Bid Review	2						2		\$ 386
300	Limited CA&I									
301	EADOC setup & training		4				8	12		\$ 1,420
310	Prepare Conformed Construction Documents	4	4	8		8	8	32		\$ 4,064
320	Selected Submittal Review	8	32	140				180		\$ 26,364
330	Requests for Information (30)	4	8	60			4	76		\$ 10,692
340	Design Clarifications (2)	4	8	12		8		32		\$ 4,664
350	Special Inspections				40			40	\$ 700	\$ 6,100
360	Change Order Review (2)		2	8				10		\$ 1,450
370	Construction Meetings									
	Pre-Construction Meeting		4	8				12		\$ 1,820
	Progress Meetings (Conference Calls)		24	24				48		\$ 7,680
400	Start Up Support		8	16				24	\$ 1,500	\$ 5,140
500	Engineer's Certificate of Completion	4	8	16				28		\$ 4,412
600	Prepare Record Drawings		4	16		40		60		\$ 6,860
700	Operation and Maintenance Manual		16	40			16	72		\$ 9,720
Manhours/Cost		40	138	348	40	56	36	658	2,200	96,434
Subconsultant									\$	22,215
Total Project Cost									\$	118,649

Note 1. \$5,000 of bid-phase support effort to be billed to remaining design budget. Remainder of anticipated effort is included here.

ATTACHMENT D: Subconsultant ESDC Scope of Work



**City of Sedona
Wastewater Treatment Plant
Tertiary Filters**

Date: March 28, 2019 REVISED

Task	Description	Project Manager	Sr. Project Engineer	Project Lead	Sr. Project Planner	Senior Designer	Senior Drafter	Senior Admin	Total Hours	Total \$
	Construction Phase Services									
205	Bidding Phase Services									
.1	Answer bid questions and issue one addenda - Not Included								0	\$0.00
.2	Prepare Conformed Drawings and Specifications - Not Included								0	\$0.00
.3	Attend pre-bid meeting at the project site - Not Included								0	\$0.00
.4	Bid evaluation - Assist the Prime Engineers/Owner in evaluating the bids - Not Included								0	\$0.00
210	Construction Progress Meetings									
.1	Coordination Progress Meetings (Based on a total of 10 conference calls and their preps)		20						20	\$3,246.32
220	Construction Progress Site Visits - The following proposed efforts are based on all contractors having installed all underground work prior to our site visit and being completely prepared to show/expose the installation in a continuous, uninterrupted, and complete manner. The level of efforts includes observance of the electrical installation and reporting work that does not meet the work indicated on the drawings and specifications. Actual installation, testing, handling tools, or exposure to live equipment or material is EXCLUDED. These efforts do not include directing the contractor (including all subs, suppliers, vendors, shops, etc...) to perform any work.									
.1	Perform a site visit to review work in progress (Based on one (1) site visit prior to equipment energization)		1	8					9	\$1,335.18
230	Review of Electrical Equipment Literature and Shop Drawing - These review efforts are based upon a maximum of two (2) reviews per Specification Section submittal as indicated in the attached supporting documents. The reviews will be based on general compliance with the design drawings and specification. It is assumed that the common material and equipment for all projects and sites will be submitted in one submittal by one contractor (i.e. all VFDs for all wells and the arsenic treatment site are submitted once under one submittal package.) Review of alternative and optional products or installations are EXCLUDED. Review of product specifics and suitability, where the evidence is not readily and clearly identified, is EXCLUDED. Review of product specifics and suitability, where the evidence should be known by the manufacturer, yet is not readily and clearly identified on the shop drawings, is EXCLUDED. All documentation for one Specification Section is provided in one submittal package in a clear and concise manner.									
.1	Electrical power equipment (Panel P-700, mini power center, and Breakers)	2	8	8					18	\$2,806.50
.2	Instrumentation equipment (Filter's instruments, Filter's packaged control panel, and modifications to the existing PLC)	2	12	12					26	\$4,042.19
240	RFIs and Clarifications - The following proposed efforts are based on providing the contractor with answers or clarifications to their questions regarding the design-drawings and design-specifications. Answers and clarifications to non-design based questions are not included. The answers will be based on general compliance with the design drawings and specification. Review or approval of alternative and optional equipment and installations are not included.									
.1	Simple RFIs and Clarifications - Answer questions and provide clarification as related to the design documents based on "single-question and single-subject" RFIs. Work associated with new or revised design is EXCLUDED.									
.2	Based on eight (8) "single-question & single-subject" RFIs	4	16				16		36	\$4,775.23
.3	Based on two (2) "single-subject" Design Clarifications	2	6				6		14	\$1,874.49
250	Change Order Review									
.1	Based on one (1) "single-subject" simple Change Order		4						4	\$649.26
300	Coordination with Building Development and City Inspection - Not Included									
310	Utility Coordination - Not Included									
340	Record Drawings - The following proposed efforts are based reviewing contractor's marked up Drawings (Contract Design drawings) and incorporating those marked up changes into AutoCAD drawings. Other drawings are not									
.1	Review contractor's marked up Drawings and Incorporate them into AutoCAD	1	2				8		11	\$1,246.17
350	Manufacturer Operation and Maintenance Manuals - Not Included									
380	Start Up and Testing									
.1	Factory Acceptance Test (FAT), Coordination with Plant's Operations (MOPO), Loop Checks, Witness Testing, and/or Punch List - Not Included									
.2	Start up assistance - The following proposed efforts are based on all contractors having performed FAT, loop-checks, and functions tests prior to the field test witnessing and being completely prepared to perform the field test in a continuous, uninterrupted, and complete manner. The level of efforts includes observance of the electrical installation and reporting work that does not meet the drawings and specifications. Actual installation, testing, handling tools, or exposure to live equipment or material is EXCLUDED. These efforts do not include directing the contractor (including all subs, suppliers, vendors, shops, etc...) to perform any work.									
.3	Provide start up assistance (Based on one 8-hour day plus travel)	1	1	12					14	\$2,089.16
Total (hrs)		12	70	40	0	0	30	0	152	
Std Hourly Rates:		\$167.55	\$162.32	\$146.61	\$132.52	\$128.28	\$94.25	\$73.30		
Total (\$)		\$2,010.62	\$11,362.12	\$5,864.32	\$0.00	\$0.00	\$2,827.44	\$0.00	\$22,065	\$22,065
									Production Cost (Excluded):	\$0
									Traveling Cost (2 trips):	\$150
									* Allowance:	\$0
									Total Fees (Based on Time and Material):	\$22,215

* Allowance: We believe there are unknown conditions affecting the scope of work in almost every project. The allowance will provide means to address these conditions.



This proposal is based on EIC Engineers' understanding of the scope of work and level of efforts. These understandings may not be the same as our client(s). It is imperative for the client(s) to carefully read this proposal including assumptions and exclusions to make sure that this proposal includes all efforts required by the client(s) for this project. There may be work under the Prime Contract that is modified and/or excluded herein. Work not included in this proposal will require a change order.

SCOPE ASSUMPTIONS:

1	EIC Engineers' services are based on the following assumptions, level of efforts, and exclusions. In the event of any ultimate facts or events differ from such assumptions, EIC Engineers' services, schedule, and compensation shall be adjusted accordingly.
2	Observations are based on National Electric Code (as a minimum). No other standards, rules, regulations, codes, etc... are included in this proposal.
3	When several equipment or packaged systems are being submitted for Engineer's review, EIC Engineers will provide electrical and I&C submittal review comments for only one equipment or packaged system. Submittal reviews for multiple equipment or packaged systems (alternatives, options, equals, etc...) are excluded.
4	Packaged Control Panels (PCP): PCPs are assumed to be provided by the mechanical manufacturer/vender/supplier. It will require only one 480 volt, 3-phase power source. All other power, control, instrumentation, and their conduits & conductors are designed and constructed by the Packaged System manufacturer/vender/supplier. EIC Engineers' electrical and control submittal reviews will be for one packaged system only. Submittal reviews for multiple PCPs or packaged systems (alternatives, options, equals, etc...) are excluded.
5	EIC Engineers shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents
6	EIC Engineers has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on the EIC Engineers' opinion based on experience and judgment. EIC Engineers cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by the EIC Engineers.
7	EIC Engineers will be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. EIC Engineers and the Client mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances
8	EIC Engineers will be entitled to rely on the adequacy and accuracy of information provided by Client or Client's consultants and representatives. EIC Engineers shall not be responsible for the acts or omissions of the Client, Owner, Contractors, other consultants and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of EIC Engineers.
9	EIC Engineers' services shall be limited to those expressly set forth above, and EIC Engineers shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of EIC Engineers' services in any way related to the Project or Client shall be subject to the terms of this Agreement.
10	EIC Engineers' services and deliverables are not a warranty or guarantee and EIC Engineers shall have no such obligation. Client shall provide appropriate contingencies for schedule and costs.
11	EIC Engineers' services are intended for the Client's sole use and benefit and solely for the Client's use on the Project and shall not create any third party rights. Except as agreed to in writing, EIC Engineers' services and work product shall not be used or relied on by any other person or entity, or for any purpose following substantial completion of the Project.
12	This Agreement and any rights or deliverables hereunder may not be assigned or transferred without the written consent of both Parties.

SCOPE EXCLUSIONS:

1	Items not specifically included in this proposal
2	Conformed Drawings and Specifications. Bidding phase services
3	Work associated with existing equipment unless specifically included herein.
4	Work associated with temporary service or power. Loop testing witnessing. FAT (Factory Acceptance Test) test witnessing.
5	Work associated with Opinion of Probable Construction Cost, estimating, pricing, or change order review.
6	Work associated with scheduling, constructability, MOPOs, and/or value engineering
7	Work associated with utility or environmental work, meeting, coordination, problem resolution, fees, licensing, permitting, ALTA, easements, surveys, deeds, etc ...
8	Work associated with troubleshooting Distributed Control Systems, Programmable Control Logics, computer controls, radio, SCADA, or programming and associated work
9	Bringing the electrical system up to National Electric Code (or other building and safety codes) compliance.
10	Power Coordination or Arc Flash studies. Arc flash mitigation.
11	Shade structure (Architectural and Structural drawings for shade structures) by others.
12	Concrete work including equipment pads (Structural drawings for all concrete work) by others.
13	Non-electrical work, even if this work is for the electrical equipment and installation
14	Civil, structural, mechanical, process, and other work required for electrical and instrumentation installations



City of Sedona
Wastewater Treatment Plant
Tertiary Filters

Date: March 28, 2019 REVISED

15	Panel design: (1) Input and output device or signal list. (2) Loop Diagrams and drawings. (3) Point-to-point diagrams and drawings. (4) Wiring and termination diagrams and drawings. (5) Panel diagrams and drawings. (6) ISA or any data sheets. (7) Control Schematics.
16	Consequential damages
17	Work including or associated with control strategy, control description, operational description
18	As-building existing panels, cabinets, and enclosures. Performing information gathering tasks that require exposure to existing energized equipment, devices, and conductors. Opening electrical panels, cabinets, and enclosures.
19	As-building existing ductbanks, conduits, conductors. Performing information gathering tasks that require exposure to existing exposed conductors.
20	Evaluation of equal or approved manufacturer or product during bid phase
21	Work associated with work requiring any tools
22	Providing, using, or operating equipment or devices for measuring or testing
23	Performing work that requires Personal Protection Equipment (PPE)
24	Performing work that exposes EIC personnel to hazardous gases and material, confined areas, dangerous conditions
25	Post startup services



**CITY COUNCIL
AGENDA BILL**

**AB 2472
April 9, 2019
Consent Items**

Agenda Item: 3h
Proposed Action & Subject: Approval of authorization to enter into a Master Equity Lease Agreement and related Maintenance Agreement with Enterprise Fleet Management subject to final review by the City Attorney.

Department: Financial Services Department
Time to Present: N/A
Total Time for Item:
Other Council Meetings March 12, 2019
Exhibits
 A. Master Equity Lease Agreement
 B. Maintenance Agreement
 C. Maintenance Management and Fleet Rental Agreement
 D. Amendment to Master Equity Lease Agreement
 E. Amendment to Maintenance Agreement
 F. Amendment to Management and Fleet Rental Agreement
 G. Sample Lease Schedules
 H. Sedona Replacement Comparison

City Attorney Approval	Reviewed 4/1/19 RLP	Expenditure Required
		\$ TBD
City Manager's Recommendation	Authorize staff to enter into lease agreements with Enterprise Fleet Management,	Amount Budgeted
		\$ To be budgeted in FY20
		Account No. (Description)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:
 During the March 12th City Council meeting, Council directed staff to pursue a new centralized fleet management and vehicle leasing program with Enterprise Fleet Management (EFM). A centralized vehicle leasing program will help ensure that the City benefits from an efficient and cost-effective fleet management structure. The current process for managing and maintaining the City's fleet is highly decentralized. Each department is responsible for managing and maintaining their vehicles, with no coordination to ensure the City is benefiting from the best pricing structure.

Lease Agreement Overview:

The agreement with EFM will include a Master Equity Lease Agreement and Master Maintenance Agreement. Under the master agreements, the City will enter into a separate lease agreement for each vehicle in the program (see Exhibit G). It is anticipated that the separate lease agreements for each vehicle will be under the threshold for Council approval. Lease cycles for most vehicles are typically 60 months. At the end of the lease cycle, the City will have the option to continue using the vehicle in the Citywide fleet or can exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to equity transfer). EFM will also provide a full maintenance program for all leased vehicles for a low fixed monthly fee. The full maintenance program will include all necessary vehicle maintenance (excluding tires and brakes) and 24-hour roadside assistance, which can be outsourced to local vendors. EFM will provide access to an online vehicle maintenance tracking system that will alert department staff when maintenance services are needed and at the most economical cost.

EFM has worked with staff to identify approximately six to seven replacement vehicles needed for the upcoming fiscal year. Staff have preliminarily identified two replacement vehicles to start the new lease program: a Chevrolet Bolt and a Ford 250 (see Exhibit H).* Base costs for the vehicles considered are in line with what the City would typically pay in an outright purchase. Base vehicle costs plus a lease financing charge are amortized over the term of the lease; with sales tax, a management fee and applicable maintenance plan costs being added to determine the monthly costs for each vehicle. Department requests for replacement vehicles and additional upgrades will be vetted and reviewed internally by the Financial Services Department and the City Manager’s Office. This process will enable the City to maintain the safest, most efficient fleet at an ongoing level cost over time.

EFM provides fleet management services to governmental organizations throughout Arizona, including the City of Cottonwood, the Town of Camp Verde, and Pinal County. EFM has provided a qualified bid through Sourcewell, which is a governmental purchasing cooperative that allows the City to use existing contracts to save budget dollars while still meeting the state procurement laws.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council could elect not to direct staff to pursue entering into a vehicle leasing agreement with Enterprise Fleet Management. This would result in the continuation of a decentralized and inefficient fleet management process.

MOTION

I move to: authorize staff to enter into a Master Equity Lease Agreement and related Maintenance Agreement with Enterprise Fleet Management, upon final review by the City Attorney.

**During the March 12th Council meeting, a question was asked regarding the insurance rates for electric vehicles. According to the City’s representative from the Arizona Municipal Risk Retention Pool, insurance rates for electric vehicles are the same as regular vehicles.*

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Sedona, Arizona

Signature: _____

By: _____

Title: _____

Address: 102 Roadrunner Drive
Sedona, AZ 86336

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Sedona, Arizona ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Sedona, Arizona

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: 102 Roadrunner Drive
Sedona, AZ 86336

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Sedona, Arizona (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 8.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Sedona, Arizona

Signature: _____

By: _____

Title: _____

Address: 102 Roadrunner Drive
Sedona, AZ 86336

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of January, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of January, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Sedona ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. The vehicles may enter Canada or Mexico for short durations or a period of time that does not require such vehicles to become subject to the titling and/or registration laws of such other country. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Arizona state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Arizona State law.

The City of Sedona is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law. Therefore, notwithstanding any other provision of this Agreement to the contrary, City of Sedona's liability under any claim for indemnification shall not exceed any limits

imposed by applicable law and shall not extend to matters for which the City of Sedona is barred by law from providing indemnity.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason. Notwithstanding the foregoing, the Lessee is not waiving its right to otherwise pursue claims against the Lessor and Lessor's Servicer (Enterprise Fleet Management, Inc.) in any manner not inconsistent with the provisions of this Agreement.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Arizona (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Arizona State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City of Sedona to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City of Sedona fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement). This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

Sections 20, 21, and 22 of the Master Equity Lease Agreement are additional paragraphs and read as follows:

Section 20 No Boycotting Israel. Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 21 NON-DISCRIMINATION The parties shall comply with all applicable state and federal laws, rules, regulations and executive orders governing Equal Employment Opportunity, Non-Discrimination (Executive Order 11246), affirmative action, and Immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704). If applicable, Lessor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

Section 22 INSPECTION AND AUDIT: The Lessor agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Lessor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of January, 2019.

City of Sedona (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of January, 2019 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of January, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Sedona ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona (without reference to conflict of law principles). This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute §38-511 regarding Conflict of Interest.

Section 11, 12, and 13 of the Maintenance Agreement are additional paragraphs and read as follows"

Section 11 No Boycotting Israel. Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 12 NON-DISCRIMINATION The parties shall comply with all applicable state and federal laws, rules, regulations and executive orders governing Equal Employment Opportunity, Non-Discrimination (Executive Order 11246), affirmative action, and Immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704). If applicable, Lessor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

Section 13 INSPECTION AND AUDIT: The Lessor agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Lessor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the __ day of January, 2019.

City of Sedona (Lessee)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____ is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of January, 2019 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Sedona ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Arizona (determined without reference to conflict of law principles). The venue for any dispute under this Agreement shall be within the courts in the State of Arizona. This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

Additional Sections 10, 11 and 12 are added to the Maintenance Agreement and read as follows:

No Boycotting Israel. Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

NON-DISCRIMINATION The parties shall comply with all applicable state and federal laws, rules, regulations and executive orders governing Equal Employment Opportunity, Non-Discrimination (Executive Order 11246), affirmative action, and Immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704). If applicable, Lessor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

INSPECTION AND AUDIT: The Lessor agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Lessor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the ____ day of January, 2019.

City of Sedona (Company)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____



Prepared For: City of Sedona

Date 04/01/2019
AE/AM TBW

Unit #
Year 2019 Make Chevrolet Model Bolt EV
Series LT 4dr Wagon

Vehicle Order Type Ordered Term 60 State AZ Customer# 586813

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and Tax on Incentive.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with Order Information: Driver Name, Exterior Color, Interior Color, Lic. Plate Type (Unknown), GVWR (0).

Table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, and Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services \$ 614.99

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

Physical Damage Management Comp/Coll Deductible 0 / 0
Full Maintenance Program Contract Miles 30,000 OverMileage Charge \$ 0.0450 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 # Tires 0 Loaner Vehicle Not Included

Additional Services SubTotal \$ 26.79

Transaction Privilege Tax 10.4000% State AZ

Total Monthly Rental Including Additional Services \$ 705.74

Reduced Book Value at 60 Months \$ 6,683.09

Service Charge Due at Lease Termination \$ 395.00

Quote based on estimated annual mileage of 6,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Sedona

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 100.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 100.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 300.00

VEHICLE INFORMATION:

2019 Chevrolet Bolt EV LT 4dr Wagon - US

Series ID: 1FB48

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 35,228.44	\$ 36,620.00
Total Options	\$ 1,269.45	\$ 1,395.00
Destination Charge	\$ 875.00	\$ 875.00
Total Price	\$ 37,372.89	\$ 38,890.00

SELECTED COLOR:

 Exterior: -
 Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2LT	Preferred Equipment Group 2LT	NC	NC
AG6	6-Way Manual Passenger Seat Adjuster	Included	Included
AH3	6-Way Manual Driver Seat Adjuster	Included	Included
AR7	Front Bucket Seats	STD	STD
CBT	DC Fast Charging	\$ 682.50	\$ 750.00
EN0	Engine: None	STD	STD
IOB	Radio: Chevrolet Infotainment System AM/FM Stereo	STD	STD
MMF	Transmission: Electric Drive Unit	STD	STD
NC9	California Emissions ZEV	Included	Included
PAINT	Monotone Paint Application	STD	STD
QBM	Tires: P215/50R17 AS BW Michelin Selfseal	STD	STD
RNW	Wheels: 17" Painted Aluminum	STD	STD
STDTM	Deluxe Cloth Seat Trim	STD	STD
TQ5	IntelliBeam Automatic On/Off High Beam	Included	Included
U2K	SiriusXM Radio	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Low Speed Forward Automatic Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQ3	6-Speaker Audio System	Included	Included
VAV	Front & Rear All-Weather Floor Mats (LPO)	\$ 136.50	\$ 150.00
WPX_	Driver Confidence II Package (Fleet)	\$ 450.45	\$ 495.00
YF5	California State Emissions Requirements	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: fully galvanized steel body material
Grille: black grille

Convenience Features:

Air Conditioning automatic air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote engine start
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: Chevrolet 4G LTE internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam high intensity low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital display
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front no centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: premium cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: chrome instrument panel insert, door panel insert, console insert
Shift Knob Trim: leather/chrome shift knob
Floor Mats: rubber front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space

Cargo Cover: folding cargo cover
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 200-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic



Prepared For: City of Sedona

Date 03/11/2019
AE/AM TBW

Unit #

Year 2019 Make Ford Model F-250

Series XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW

Vehicle Order Type Ordered Term 60 State AZ Customer# 586813

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and other charges.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color (Oxford White), Interior Color, Lic. Plate Type (Unknown), and GVWR (0).

Summary table showing Total Capitalized Amount, Depreciation Reserve, and Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

Physical Damage Management
Full Maintenance Program Contract Miles 30,000
Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.0450 Per Mile
Tires 0 Loaner Vehicle Not Included

Additional Services SubTotal

Transaction Privilege Tax 9.8500% State AZ

Total Monthly Rental Including Additional Services

Reduced Book Value at 60 Months

Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 6,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Sedona

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Liberty 2 whelen lightbar 54" with amber led and side and front clear scene lights - Sun Country #39025	C	\$ 2,114.79
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 2,114.79
Aftermarket Equipment Total		\$ 2,114.79

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 100.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 100.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 300.00

VEHICLE INFORMATION:

2019 Ford F-250 XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW - US

Series ID: X2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 36,365.00	\$ 38,280.00
Total Options	\$ 2,288.00	\$ 2,515.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 40,248.00	\$ 42,390.00

SELECTED COLOR:

Exterior: Z1 - Oxford White

Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$ 91.00	\$ 100.00
148WB	148" Wheelbase	STD	STD
17FFBP	Chrome Front Bumper	Included	Included
17FHUB	Bright Chrome Hub Covers & Center Ornaments	Included	Included
17FRBP	Chrome Rear Step Bumper	Included	Included
425	50-State Emissions System	STD	STD
43B	Fixed Rear-Window w/Defrost	\$ 55.00	\$ 60.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
47B	Snow Plow/Camper Package	\$ 223.00	\$ 245.00
525_	Steering Wheel-Mounted Cruise Control	Included	Included
54K	Manual Telescoping/Folding Trailer Tow Mirrors	Included	Included
585_	Radio: AM/FM Stereo/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	\$ 150.00	\$ 165.00
67D	Extra Heavy-Duty 200 Amp Alternator	Included	Included
90L	Power Equipment Group	\$ 832.00	\$ 915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
91M	SYNC Communications & Entertainment System	Included	Included
924	Privacy Glass	\$ 27.00	\$ 30.00
96V	XL Value Package	\$ 910.00	\$ 1,000.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
LCD4	4.2" Center-Stack Screen	Included	Included
PAINT	Monotone Paint Application	STD	STD
RBAR	Rear Stabilizer Bar	Included	Included
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front cupholder
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: covered dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seat adjustments
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



FLEET MANAGEMENT

City of Sedona - Vehicle Replacement Comparison

Existing

Replacement

Vehicle #	Department	Year	Make	Model	Class	Current Aftermarket	Class	Year	Make	Model	Trim Level/Cab	Drive	Added Options	Department Justification	Aftermarket	Enterprise Quote #
9074	Public Works	2008	Ford	F150	1/2 Ton Truck	UNKN	3/4 Ton Truck	2019	Ford	F250	XL SuperCab 6.75ft bed	4x4	Snow Plow/Camper Package, XL Power Equipment Group, XL Value Package, Privacy Glass and Rear Window Defroster, Upfitter Switches	Public Works requested a Ford F250 with the snow plow package option to improve the City's readiness to address snow storms and other severe weather events. The F250 will provide increased towing capacity and the ability to install a snow plow, as needed. The Upfitter Switches noted in the Added Options column are directly connected to the fuse box and allow owners to seamlessly hook up their winches, lights, strobes, radios, or any other device they deem necessary.	Light Bar	4204752
1149	Pool Vehicle	2006	Pontiac	Vibe	Compact Car	UNKN	Electric Compact Car	2019	Chevrolet	Bolt	LT 4dt Wagon	Electric	DC Fast Charging, Driver Confidence II Package	Electric vehicles are more sustainable than gas powered vehicles. Electric vehicles are consistent with the City's goals to promote environmental sustainability and stewardship. A Chevrolet Bolt is the most practical and feasible choice in this category of vehicles.	None	4205279



**CITY COUNCIL
AGENDA BILL**

**AB 2479
April 9, 2019
Consent Items**

Agenda Item: 3i
Proposed Action & Subject: Approval of reappointment of Judge Ronald Ramsey and appointment of Judge Paul Julien as Pro-Tem Judges for the Sedona Municipal Court.

Department	Municipal Court
Time to Present	N/A
Total Time for Item	
Other Council Meetings	None
Exhibits	A. Resume of Ron Ramsey B. Resume of Paul Julien

City Attorney Approval	Reviewed 4/1/19 RLP	Expenditure Required \$ Varies Amount Budgeted \$ 5,000 Account No. 10-5520-01-6011 (Description) Finance Approval <input checked="" type="checkbox"/>
City Manager's Recommendation	N/A	

SUMMARY STATEMENT

Background: A Pro-Tem Judge is a judge who serves on an on-call basis when the Presiding Judge is not available due to illness, training, vacation, or when it is necessary for the Presiding Judge to recuse himself due to a conflict of interest.

For eight years, Mr. Ramsey was the magistrate for the Town of Clarkdale Municipal Court while serving as Pro-Tem Judge for various magistrate and justice courts in Yavapai County. He is currently serving as a Pro-Tem Judge for the Sedona Municipal Court.

Paul Julien has served as a Pro-Tem Judge for the municipal and justice courts in Yavapai County. Currently he is the Judicial Education Officer for the Arizona Supreme Court. Mr. Julien is a graduate of the University of Arizona School of Law, Tucson, Arizona.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve the reappointment of Judge Ronald Ramsey and appointment of Judge Paul Julien as Pro-Tem Judges for the Sedona Municipal Court.

RONALD C. RAMSEY

RETIREED POSITIONS

Assistant City Attorney, City of Sedona. Assumed this position in September 2004 as part of a job-sharing agreement with current assistant, Gene Neil. Arrangement for 3 days per week (usually Wed-Fri), now that Gene left the city. Primary tasks now are Planning & Zoning Commission; elections; policy reviews; department documentation of agenda items on the Novell GroupWise 7.0 intranet; preparation of new self-teaching modules for new employees on PR requests, email, and basic legal information; scanning of civil memos and forms into TimeMatters 9.0 software, and PR request/e-mail production policy with associated software. Retired June 1, 2017.

Overlapping with appointment as magistrate for Town of Clarkdale, May 2010 to May 2018. On call since then as associate magistrate for Town of Camp Verde, Town of Dewey-Humboldt, City of Sedona, and *pro tem* for Mayer and Verde Valley Justice Courts.

PRIOR POSITION

City Attorney, City of Bullhead City from April 2002- Sep 2004. Staff of 12 in department, including 5 attorneys (3 prosecutors). Recent civil work included formation of CFDs, annexation, revisions to zoning codes for civil enforcement procedures using ARS 9-500.21, enforcement of wastewater and abatement liens, condemnation for storm water facilities, multi-agency negotiations for Colorado River bridge, coordination with outside litigation counsel on pending cases, obtaining tariff through ACC for water service turnoff on delinquent sewer bills, participation in redistricting lawsuits, development agreements for planned communities, revisions to public records and retention policies

COMPUTER TRAINING

Windows XP, WESTLAW, Lexis, Office XP/2003, Mac OS X, internet browsers, Novell GroupWise 7.0, Blackboard 6.0, Adobe Acrobat Pro 6.0, Lexis TimeMatters 9.0 Prepared first Town of Camp Verde website using FrontPage, worked with consultant to upgrade (<http://www.cvaz.org>) [see online legal information at <http://www.cvaz.org/attorney/Default.htm>], and prepared internet paralegal courses (*Environmental Law, Digital Media Copyright Law, Native American Law and Elder Law*) for Yavapai College (<http://www.yc.edu>). Trademarked “*Arizona Public Lawyers*” in Arizona to set up online collaboration for public lawyers using Windows SharePoint Services (2003). Continue to work as adjunct with University of Phoenix for online classes in graduate and Axia divisions using proprietary software.

EDUCATION

- Purdue University, B.A., 1967

- J.D., Arizona State University 1974, law review (*Law & Social Order*)
- Completed master's in education in Online Instruction [MS. Ed] with California State University, Hayward, 2003
- Graduate Degree, Phoenix Seminary, in progress, to be completed spring 2020.

PROFESSIONAL EXPERIENCE

- Associate with Wolfinger & Lutey, Prescott, 1974-1976
- Private solo practice in Verde Valley, 1976-1996, with focus on real estate, business, and estate planning. Managed two branch offices and supervised paralegal/secretarial staff of up to 5 at a time
- City Attorney, Cottonwood, 1977-80
- Town Attorney, Town of Camp Verde, 1986-June 2001

ADDITIONAL PROFESSIONAL ACTIVITIES

- Adjunct Faculty, Yavapai College, teaching business and paralegal courses, 1976-2007, in classrooms and over the Internet, using Blackboard 6.0
- Assisted League in drafting new legislation for civil enforcement of municipal ordinances (codified in [ARS 9-500.21](#))
- Received 2001 McClurg Award from Yavapai College as outstanding adjunct faculty
- Teaching graduate business and multiple undergraduate courses online for University of Phoenix/AXIA college from 2004 through 2018
- Judicial training conferences and seminars 2010 - 2019

PROFESSIONAL MEMBERSHIPS

- Member of State Bar of Arizona (Bar No. 3980), U.S. District Court, Ninth Circuit, U.S. Supreme Court
- Community College teaching certificate for the State of Arizona in law (submitting application to add business) since 1977

COMMUNITY ACTIVITIES

- Kiwanis member 1976- 2002 in Clarkdale/Camp Verde
- High School Youth Group leader and committee member with *Young Life* and Calvary Chapel

REFERENCES

Susan Howery, Prescott Valley Campus Dean, Yavapai College

Mike Goimarac, City Attorney, Sedona

INTERESTS AND ACTIVITIES

Photography, Grand Canyon hiking, RV camping, Disney cruises, gardening, running events, grandkids, film festivals, exchanging postcards around the world in Postcrossing.com

Paul Daniel Julien

PROFESSIONAL EXPERIENCE

Judicial Education Officer, Arizona Supreme Court	2003 - present
Train Arizona judges. Serve as a Judge Pro Tempore in city and county courts in civil and criminal matters throughout the state of Arizona.	
CEO SOUTHERN ARIZONA LEGAL AID, INC., Tucson, Arizona	1994-2003
PAUL D. JULIEN, P.C., Tucson, Arizona	1990-1994
MOLLOY, JONES & DONAHUE, P.C., Tucson, Arizona	1986-1990
NORTHERN ARIZONA UNIVERSITY - faculty, Flagstaff, Arizona	1980-1984, 1989-1990
FLAGSTAFF PUBLIC SCHOOLS - faculty, Flagstaff, Arizona	1973-1980

GOVERNANCE – PROFESSIONAL AND COMMUNITY LEADERSHIP

STATE BAR OF ARIZONA

Professionalism Task Force	2003-2005
Chairman, Professionalism Committee	2002-2005
Member, Arizona Access to Justice Task Force	2002-2005
Member, Legal Services Committee	1994-2005

PIMA COUNTY BAR ASSOCIATION

Member, Board of Directors, President 2002-2003	1998-2002
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GOVERNOR'S COMMISSION TO STOP VIOLENCE AGAINST WOMEN

	1995-2003
--	-----------

GRAND CANYON ASSOCIATION

	1994-2000
--	-----------

CATALINA FOOTHILLS SCHOOL DISTRICT BOARD OF EDUCATION

	1985-1988
--	-----------

MARSHALL FOUNDATION BOARD OF DIRECTORS

	1985-1986
--	-----------

ARIZONA BOARD OF REGENTS

	1984-1985
--	-----------

OTHER VOLUNTARY COMMUNITY AND PROFESSIONAL SERVICE

Member, Arizona Bar Foundation, Arizona Community Legal Assistance Committee;	
Provided free legal assistance for not-for-profit corporations	1976-2001
Coordinator, Volunteer Lawyer Advice-Only Clinic	1990-1994
Coordinator, Pima County Law-Related Education Projects	1990-1993
Arizona Coordinator, National Student Mock Election	1990-1992
Member, Tucson City Magistrate Merit Selection Commission	1989-1992
Member, Arizona Academy: Town Hall Participant	1985, 1989, 1995, 2000, 2002

HONORS AND RECOGNITION

Arizona Supreme Court – Administration of Justice Award
 Outstanding Service Award, Sunnyside School District
 Law-Related Education Award, State Bar of Arizona
 Outstanding Service Award, Pima County Bar Association
 Outstanding Young Lawyer, State Bar of Arizona
 Distinguished Citizen Award, University of Arizona
 Youngest Graduate of University of Utah (age 19)

EDUCATION

Juris Doctor, University of Arizona	1986
Doctor of Education: Northern Arizona University,	
1981	
Master of Arts: Northern Arizona University, Early Childhood Education	1974
Bachelor of Science: University of Utah, Major: Elementary Education;	
1973	



**CITY COUNCIL
AGENDA BILL**

**AB 2388
April 9, 2019
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Public hearing/discussion/possible action regarding approval of a resolution adopting the Community Focus Area (CFA) Plan for the Sunset Live/Work CFA.

Department	Community Development
Time to Present	15 minutes
Total Time for Item	90 minutes
Other Council Meetings	July 11, 2018, February 13, 2019
Exhibits	A. Draft Sunset Live/Work Community Focus Area Plan B. Draft resolution to adopt the Sunset Live/Work Community Focus Area Plan

City Attorney Approval	Reviewed 4/1/19 RLP	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve a resolution adopting the Sunset CFA.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

There have been two work sessions to discuss the Draft CFA Plan for the Sunset Live/Work CFA. The Draft Plan (Exhibit A) has been revised to address the items discussed during the City Council work session on February 13, 2019.

Background

The following is a summary of the changes made to the list of CFA Objectives and the Flexibility of Development Standards on page 17 of the Draft Plan. Other revisions to the Draft Plan not listed here, were of an editorial nature and relatively minor.

Under "Flexibility of Development Standards" the following changes (underlined below) were made:

- *Projects that address at least one of the four objectives listed to the right may be permitted deviations from the following standards:*
 - *Density*

- *Setbacks*
- *Lot Coverage*
- *Parking*
- *Landscaping*
- *Projects requesting deviations in height must address at least one of the first two objectives (Affordable Housing and/or Economic Development):*
 - *Height not to exceed 45' subject to the following:*
 - *Painted in a color with a light reflective value (LRV) of 20 or less, and a maximum chroma of 2.*
 - *Unrelieved building planes cannot exceed 400 square feet.*
 - *Heights exceeding 45' require approval of the Planning and Zoning Commission and City Council.*

The following changes were made to the CFA Objectives list on page 17:

- Under Affordable Housing the statement regarding the minimum amount of affordable housing required was revised to better match the language in the DIGAH. The following points were also added:
 - *May contribute an in-lieu fee (per DIGAH).*
 - *Housing units for rent must be restricted to rentals of more than 30 days.*
- Economic Diversification was added as an objective, with the following description:
The proposed business must align with a targeted industry cluster as identified in the Sedona Economic Diversification Plan (to be adopted in 2020). The median wage for jobs created or retained must be at 200% above the current median wage for Sedona. For example, if Sedona's median wage is \$13.00/hour, then jobs created or retained by the business must have a median wage of \$26.00/hour.

Community Plan Consistent: Yes - No - Not Applicable

This CFA is identified in the Community Plan as the Industrial Park CFA #12, an area in need of further specific area planning,

Board/Commission Recommendation: Applicable - Not Applicable

The Planning and Zoning Commission voted on May 15, 2018, unanimously in favor of recommending approval of the Draft Sunset/Shelby CFA Plan to City Council.

Alternative(s): N/A

MOTION

Note: If Council intends to revise the draft plan, it is recommended that the Council first vote to approve any revisions and then approve the resolution adopting the CFA Plan, as revised by Council.

I move to:

Motion 1: approve the Sunset Live/Work Community Focus Area Plan dated April 9, 2019 [as revised by Council, if applicable].

Motion 2: approve Resolution 2019-___, [as revised by Council, if applicable] adopting the Sunset Live/Work Community Focus Area Plan and authorizing staff to make final non-substantive format changes.



April 9, 2019 City Council Draft

DRAFT

Sunset Live/Work Community Focus Area Plan



CFA Vision:

This is an industrious, creative, and active district where people live and work, bordered by a city park and National Forest with an abundance of trails and scenic views.

City of Sedona Community Development Department

www.sedonaaz.gov/CD

TABLE OF CONTENTS

Plan Summary	3	Summary of Recommendations	8
Introduction	4	Cultivating Economic Diversity	9
Planning Area Boundary	5	Housing Diversity	12
History and Current Land Uses.....	6	Neighborhood Connections	13
Vision	7	Design for a Sense of Place	16
		Implementation	24

PLAN SUMMARY

Live

There are more affordable housing options, especially for employees of local businesses.

- Apartments, live/work units, and mixed use developments are encouraged



Play

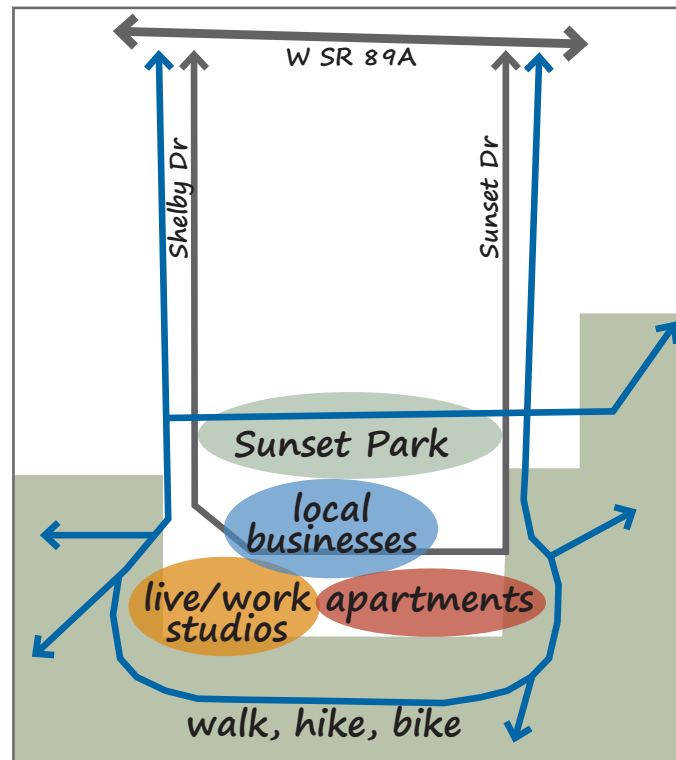
Walk or bike from home to Sunset Park and National Forest trails.

- Extend sidewalks and bike lanes
- Enhance trail access with links between the park, neighborhoods, and the trail system



CFA Vision

This CFA is an industrious, creative, and active district where people live and work, bordered by a city park and National Forest with an abundance of trails and scenic views.



Community Vision

Sedona is a community that nurtures connections between people, encourages healthy and active lifestyles, and supports a diverse and prosperous economy, with priority given to the protection of the environment.

-Sedona Community Plan

Work

Local businesses provide services and products to local residents and other businesses.

- Improved infrastructure
- Retain light industrial land uses
- Provide workforce housing



Meet

Neighbors can meet up at the park, on the trails, for dining, drinks, or yoga.

- Provide trailhead parking on both Shelby Drive and Sunset Drive
- Encourage and support businesses that serve locals.



INTRODUCTION

Community Focus Areas (CFA) are identified in the Sedona Community Plan as areas "where the City will play a proactive planning role to implement the community's vision." This specific area plan is an addendum to the Community Plan that is intended to guide future development. The CFA plan recommends strategies that address issues specific to this area as well as the Community Plan's vision and goals. Those include economic and housing diversity, walkability and connectivity, and a sense of place.

The strengths of this CFA are also what set it apart from other areas of the city.

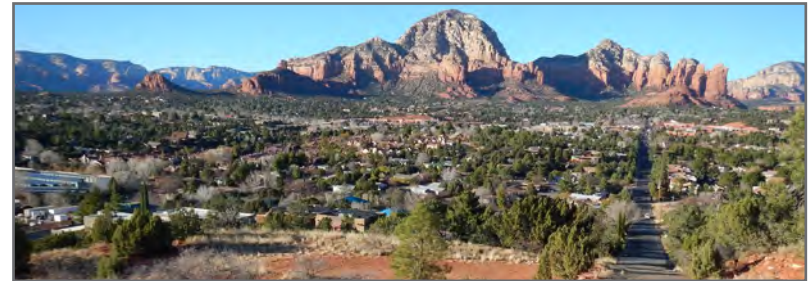
- Location. Unlike all other commercial areas in the city this is not on the highway.
- Industrial zoning. This is one of only two areas in the city that allows for industrial and light manufacturing land uses.
- Multi-family residential zoning. There is very little land in the city with this type of zoning which makes up 1.4% of all residentially zoned land.
- Views. Roughly half of the area is elevated on the hillside of Airport Mesa, providing outstanding views. The other half sits at a lower elevation, thus is not very visible from the surrounding area.
- National Forest and city park access. Sunset Park is on the north side of the CFA and the remainder of the area is surrounded by the Coconino National Forest with direct access to an extensive trail system.

Considering these strengths, this area has the potential to truly become a *community focus* area—a place where people want to work and to live.

To reach its potential there are several obstacles to overcome. According to some business and property owners, the primary limitations are the poor condition of Shelby Drive which is a private road and the lack of wastewater service to some properties. Other challenges include the general appearance of the area, the noise and dust from construction yards, and for some the location off the highway.

This plan provides recommendations to address these limitations and to build on the positive assets of this area to achieve the proposed vision:

An industrious, creative, and active district where people live and work, bordered by a city park and National Forest with an abundance of trails and scenic views.



Planning Area Boundary

The Sedona Community Plan established the general planning area for the "Industrial Park" CFA 12. This map shows the specific boundaries, encompassing 38 acres, located at the south end of Shelby Drive and Sunset Drive.

Sunset Park is located on the north side with the Coconino National Forest surrounding the remainder of the CFA. Carroll Canyon Wash bisects the area flowing from the northeast corner to the southwest corner of the CFA.



Figure 1. CFA Planning Area Boundary

History and Current Land Uses

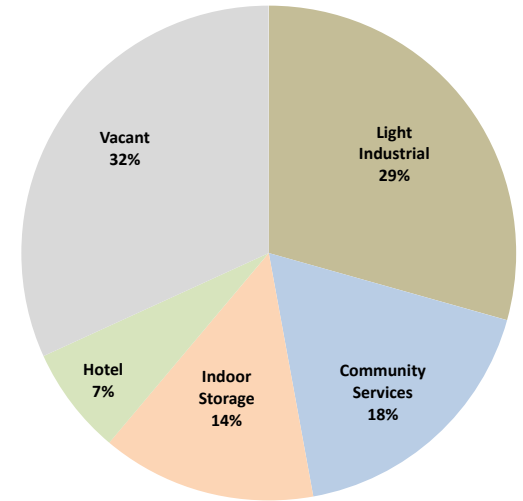
Most of the land within the CFA was developed prior to city incorporation in 1988. The residential neighborhoods north of the CFA were subdivided in 1968 and 1974, although houses were built slowly over time. The church on Sunset Drive is one of the earliest buildings in the area dating to 1976. The majority of the CFA is within the AAA Industrial Park subdivision which was established in 1977. Many of the businesses found in the CFA today are the original businesses and property owners which were established in the late 1970s and early 1980s.

Highlights in the History of the Area

- 1968 Sedona Meadows subdivision plat recorded
- 1974 Valley Shadows Unit I subdivision plat recorded
- 1976 Seventh Day Adventist Church built
- 1977 AAA Industrial Park subdivision plat recorded
- 1979 Valley Shadows II subdivision plat recorded
Motel built (now Sunset Chateau)
Kennel built (now Humane Society)
- 1988 Anasazi Village/Morning Sun Condos
- 1996 Nepenthe Townhouses
Stormaster Storage built
- 2002 Sunset Park opens

Current Land Uses

- Light industrial such as warehouses, auto repair, construction and roofing contractors, and distillery
- Community services such as the Humane Society, kennel, church, food bank, recycling center, and yoga studio
- Vacant and undeveloped land including outdoor storage lots
- Indoor storage rentals
- Hotel
- Park (not included in the pie chart)



Zoning

The majority of this CFA is zoned light industrial, which makes up approximately half of the city's light industrial zoned property. The remainder is located in the area of Contractors Road and Yavapai Drive west of Coffeepot Drive. Many of the same type of businesses can be found in both areas.

The table below lists the undeveloped land in the CFA by zoning district and how much of that is built or vacant.

<u>Vacant Land in the CFA by Zoning</u>	Acres Built	Acres Vacant	Total Acres
Light Industrial	18	4	22
Multi-family Residential (high density)	4	2	6
Single-family Residential (large lot)	1.3	3	4.3

VISION

The intent of this plan is to realize the following vision, which describes this area as it would be seen in the future.

Live, work, play, and meet in this vibrant neighborhood with a contemporary urban character unique to Sedona. It offers an active lifestyle with a dynamic mix of opportunities to live, work, eat, drink, and play—all surrounded by a park and forest, and scenic views!

Live. Employees can find housing they can afford. There is a variety of living choices for the city's workforce that can now live in town without commuting. Local workers may choose between an apartment, loft, studio, or combined living/workspace. The options are appealing to those looking for non-traditional housing with a more urban experience.

Work. Businesses are able to expand and provide jobs, products, and services to local residents. The business mix includes professionals, craftsmen, light manufacturers, artists, and entrepreneurs. There are non-profit organizations and community service providers.

Play. Right next door is a park and 20+ miles of trails. Whether you are working here, living here, or a neighbor, you can walk to the park or onto the trails. You can hop on your mountain bike and connect to the extensive network of trails surrounding Sedona. If you would rather stick to the paved sidewalks and bike lanes, head a half-mile up Shelby or Sunset Drive to the shops and restaurants.

Meet. Meet up with your friends and family without even getting in a car. Meet at the park for a picnic, at the playground, or for a round of tennis. Meet at the trailhead before and after that hike or bike ride. Afterwards you can eat at the cafe or have a drink at the brewery. It is the combination of the neighbors and people that live and work here that make this a unique neighborhood to meet and connect.

Live

Housing options affordable to employees.



Work

Businesses that cater to other businesses and local residents.



Play

Direct access to Sunset Park and the National Forest trail system.



Meet

Neighbors can meet up at the park, on the trails, for yoga, or at a café or brewery.



SUMMARY OF RECOMMENDATIONS

The Recommendations section of this CFA Plan includes goals, objectives, and strategies. The goals (in blue text) are taken from the Sedona Community Plan, as well as the guiding principles of "Economic Diversity" and a "Sustainable Community". The objectives are statements describing the desired future of the area, and the strategies (listed in more detail on the following pages) describe methods that will lead to achieving the goals, objectives, and vision.

ECONOMIC DIVERSITY

Community Plan Goals

- *Recruit new businesses and organizations representing different business and institutional sectors that diversify Sedona's economic base.*
- *Support locally owned businesses.*
- *Improve the City's transportation, information and communication infrastructure to allow businesses to compete regionally, nationally, and globally.*

Objective

- There is a dynamic mix of thriving businesses and community services.

Strategies

- Actively engage in the diversification of the city's economy through partnerships and incentives.
- Retain light industrial land uses.
- A mix of uses is encouraged, including production industries, makers, entrepreneurs, small start-ups, and live/work combinations.
- Improve the infrastructure: Shelby Drive, wastewater access, and a bridge over Carroll Canyon Wash.

SUSTAINABLE COMMUNITY

Community Plan Goals

- *Encourage diverse and affordable housing options.*
- *Create a more walkable and bike-able community.*
- *Provide activities and amenities that allow for community interactions and encourage active and healthy lifestyles.*
- *Reflect a unique sense of place in architecture and design.*
- *Promote environmentally responsible building and design.*

Objective

- There is a full spectrum of housing options in the Sunset/Shelby Drive corridor.
- Neighborhoods have easy access to the trail system, Sunset Park, and local businesses which are all linked by a network of paths for walking, hiking, and biking.
- The distinct character of the area melds modern and efficient living and work spaces with the surrounding landscape.

Strategies

- Support and encourage the development of multi-family housing.
- Extend the sidewalks along Sunset Drive and Shelby Drive, and add bike lanes to Shelby Drive.
- Improve trail connectivity and trailhead parking.
- Design development for the location, terrain, and viewshed.

Cultivating Economic Diversity

Community Plan Goals:

- *Recruit new businesses and organizations representing different business and institutional sectors that diversify Sedona's economic base.*
- *Support locally owned businesses.*
- *Improve the City's transportation, information and communication infrastructure to allow businesses to compete regionally, nationally, and globally.*

Objective:

- There is a dynamic mix of thriving businesses and community services.

Strategies:

1. Actively engage in the diversification of the city's economy through partnerships and incentives.
2. Recognize light industrial land uses as a contributing element of the area's character.
3. A mix of uses is encouraged, including production industries, makers, entrepreneurs, small start-ups, and live/work combinations.
4. Improve the infrastructure to support business development:
 - a) Upgrade Shelby Drive.
 - b) Expand the availability of wastewater services.
 - c) Install a bridge on Sunset Drive over Carroll Canyon Wash.

The expected outcomes of cultivating economic diversity:

- Retaining and expanding existing businesses
- Attracting new businesses
- Job creation
- Increasing private investment
- A desirable location for businesses
- A desirable location for residents

Sedona's economy is primarily supported by tourism, thus most commercial activities tend to focus on retail, restaurants, and lodging. These tourism oriented businesses tend to prefer locations on or near the highway. Whereas this CFA is a good location for those businesses that don't need highway frontage which is typically more expensive. Current and future businesses of this CFA cater to residents and other businesses as their primary customers.

The following are examples that contribute to a dynamic business environment in this CFA, some of which are existing.

- Creative production industries and related entrepreneurial combinations
 - Light manufacturing
 - Breweries serving food and drinks
 - Artist studios and maker spaces
 - Artisan and craftsmen workshops and related office and retail
 - Sustainable innovators
- Skilled trades
 - Auto repair shops, groomer/kennel, electricians, and plumbers
- Community services
 - Food bank, recycling center, church, and Humane Society
- Live/work combinations
 - Apartments above workshops, studios, or offices
 - Employee housing on site

Preserve the city's commercial and light industrial land inventory by placing limits on rezoning to residential designations.

Prioritize the installation of key infrastructure at identified employment areas to facilitate development of these economic centers.

-Sedona Community Plan Policies

Economic Development and Infrastructure

Infrastructure: Shelby Drive

One of the impediments to this being a thriving area is the condition of Shelby Drive. The east-west portion is a private road, not maintained or owned by the city but an easement across each abutting property (see Figure 2). There is no formal agreement between property owners for maintenance of the road, and repairs such as filling potholes are done by various property owners as needed.

The current condition of the road may deter some businesses from locating in this area whereas improving the road could positively affect property values, position the area for redevelopment, and support local businesses.

The following long-term solutions to improving the road have been suggested.

- Property owners enter into an agreement and contribute to a fund to maintain the road (similar to a homeowners association).
- The city acquires ownership and makes necessary improvements to the road.
- A partnership that could combine elements of each of the above options.

Either option will require agreements and cooperation from the affected property owners. Currently the road does not meet city standards, particularly with regards to width. If the city takes over responsibility, the road would need to be widened and improved. It may be possible to pursue economic development grant funding to pay for at least part of the construction costs.

Figure 2. 1977 subdivision plat for AAA Industrial Park. This excerpt of the plat shows the 40' easement for Shelby Drive.

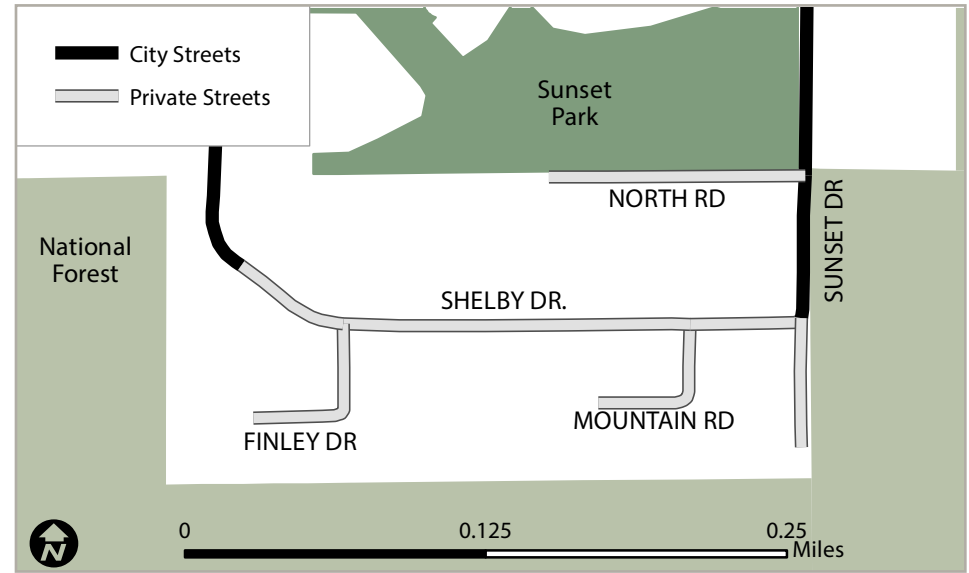
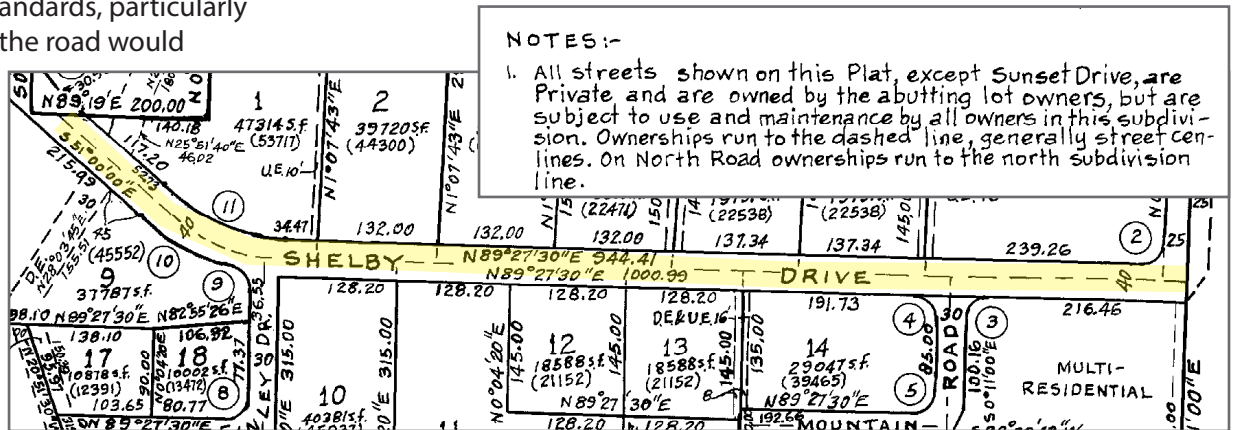


Figure 3. Street ownership

Economic Development and Infrastructure

Infrastructure: Wastewater Service

Another key issue for this area is that many properties are not connected to the city's wastewater system (see Figure 4). The costs of connecting to the system can influence development of the area, favoring uses that do not need service or that can utilize existing septic systems. Examples of current land uses on properties without wastewater are outdoor storage lots, indoor storage facilities, and construction and equipment yards.

In order to connect to the city's wastewater system there are currently two costs that must be borne by the property owner: 1) the cost to extend the service from an existing sewerline to the property and 2) the wastewater hookup fee. These combined costs can be a deterrent to future investments and redevelopment.

If the city is able to extend the main sewerline along Shelby Drive it would shorten the distance for many properties to connect. The most practical and efficient approach is to combine the sewer extension with reconstruction of the road.

Improving access to the city's wastewater system has benefits similar to the proposed road improvements such as attracting businesses and redevelopment, improved property values and supporting local businesses. Combining road and sewer improvements can be seen as the basis for advancing economic and housing diversity in the area.

Infrastructure: Sunset Drive/Carroll Canyon Wash Crossing

Carroll Canyon Wash is a major drainage through West Sedona that crosses through this CFA. In 2014 the city completed a stormwater improvement project to address flooding where the wash intersected with Shelby Drive. The wash also crosses Sunset Drive which is currently an at-grade crossing that can become impassable when the wash is flowing. A bridge on Sunset Drive is recommended to improve safety and make the road passable to vehicles, pedestrians, and bicycles when the wash is flowing.

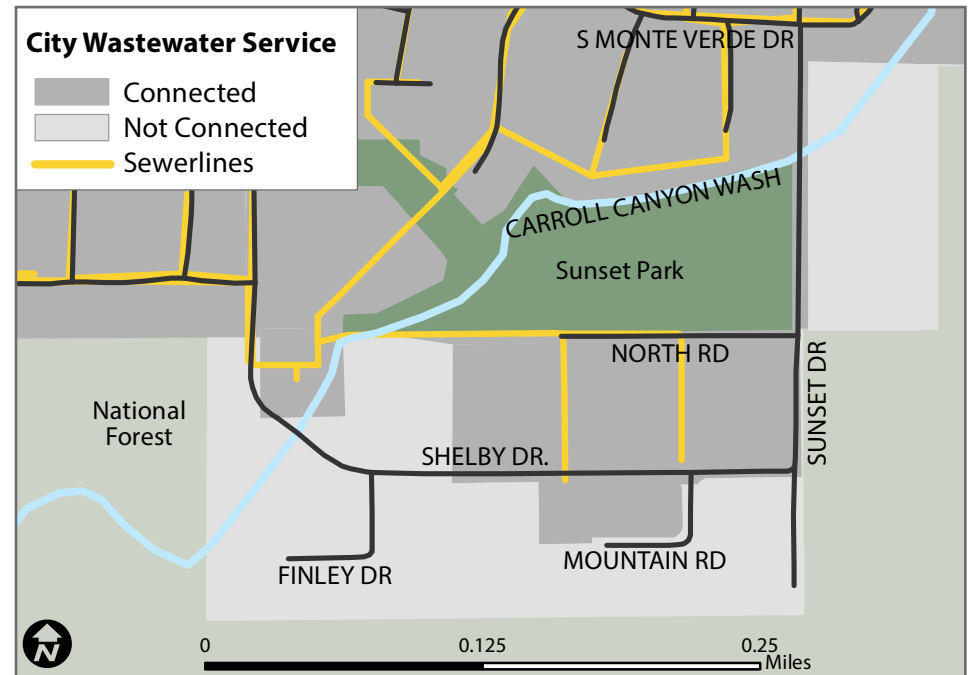


Figure 4. Subdivision plat for AAA Industrial Park. The plat shows the 40' easement for the road.

Housing Diversity

Community Plan Goal:

- Encourage diverse and affordable housing options.

Objective:

- There is a full spectrum of housing options in the Sunset/Shelby Drive corridor.

Strategies:

1. The development of multi-family housing is supported and encouraged, preferably apartments, live/work units, and mixed use development.
 - Flexible development standards will be considered when a project includes affordable housing (see page 17).

The city has a need for more options beyond traditional housing — there is a shortage of apartments and affordable housing in general. The demand for apartments in particular exceeds the supply, and typically the Verde Valley has fulfilled the need, however the regional supply of apartments in particular is no longer sufficient to meet the Verde Valley's housing needs. To exacerbate what has always been a challenge for Sedona, many long-term rentals have been converted to short-term vacation rentals, further decreasing the supply of rental units and affordable housing. This also means a lack of workforce housing, which affects the ability of businesses to attract and retain employees.

Additional multi-family housing is appropriate in this area as there is already a diverse mix of housing types along Sunset and Shelby Drive, including apartments, townhomes, and condominiums (all considered multi-family) as well as single-family homes.

There are two acres of vacant land zoned for high-density multi-family housing in this CFA, which allows for up to 20 units per acre. This is the only remaining vacant land with this zoning in the city, which can contribute much-needed housing for the community. This property does have challenges for development, such as the steep hillside location.

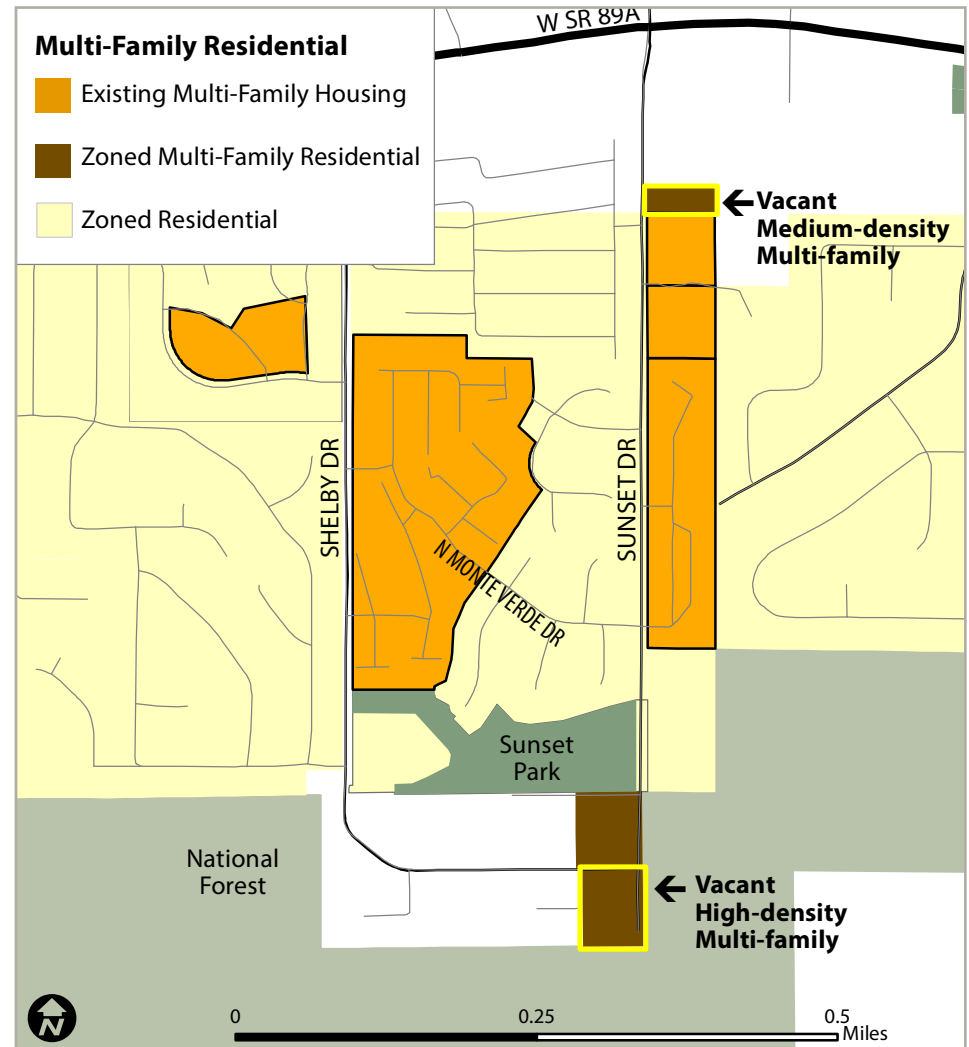


Figure 5. Multi-family residential zoning

Note there is an additional two acres zoned multi-family at Sunset/Shelby Drive that is already developed as lodging with several apartments.

Neighborhood Connections

Community Plan Goals:

- *Create a more walkable and bike-able community.*
- *Provide activities and amenities that allow for community interactions and encourage active and healthy lifestyles.*

Objective:

- Neighborhoods have easy access to the trail system, Sunset Park, and local businesses through a connected network of paths for walking, hiking, and biking.

Strategies:

1. Improve the safety of pedestrians and encourage walking by extending sidewalks the length of Sunset Drive and Shelby Drive.
 - a) Prioritize extension of the Sunset Drive sidewalk from South Monte Verde Drive to Sunset Park for safer access to the park.
 2. Improve bicycle safety and encourage bicycling as an alternative to driving.
 - a) Establish bike lanes on Shelby Drive to serve both commuter cyclists as well as mountain bikers accessing the Carroll Canyon trail system.
 - b) Establish a bike boulevard for a continuous and connected bike route through the neighborhoods.
 3. Improve trail connectivity by linking trails between neighborhoods, Sunset Park, and the trail system.
 4. Provide trailhead parking to serve the West Sedona neighborhoods south of the highway. Where feasible, establish one trailhead at Shelby Drive and another at Sunset Drive.
 5. Design all improvements with amenities such as benches, bike racks, route information, maps and signs. Trailheads should be designed as park-like meeting places with additional amenities such as picnic tables and restrooms.
- Partnerships among private landowners, the Forest Service and City will be important to accomplish some of the recommendations.
 - See Figure 6 on the following page for proposed improvements.

The area just north of this CFA is perhaps the most walkable area in Sedona because of the sidewalks along Sunset Drive, South Monte Verde Drive, and Shelby Drive. This plan proposes extending the sidewalks to improve pedestrian safety and "walkability" while "encouraging active and healthy lifestyles" which are goals of the Sedona Community Plan.

There are currently no connections between the neighborhoods east of Sunset Drive (Northview, and areas along Panorama Blvd). Despite their proximity, pedestrians and bicyclists have no direct legal public access from their neighborhoods to the trail system or to Sunset Park. With these proposed connections walking and bicycling become possible which can help to reduce the number of cars on the road and at trailheads.

If bicycling is to be considered an alternative to driving there needs to be more direct and safe options. Without these new connections, cyclists in many cases are forced to go to the highway to get from one neighborhood to another, to get to Sunset Park, or to the trail system.



Entrance to Sunset Park on Sunset Drive



The Sunset Park pedestrian bridge over Carroll Canyon Wash



Searching for the trail entrance on Shelby Drive



Trail sign behind the Shelby Drive storage yard

Neighborhood Connections: Recommendations

Proposed Sidewalks:

1. Continue Sunset Drive sidewalk from South Monte Verde Drive to Sunset Park and from Sunset Park to Shelby Drive.
2. Continue Shelby Drive sidewalk to Sunset Drive (combined with a street improvement project).
3. Connect sidewalk or path from the end of Sunset Drive to the Bandit Trail (with future development).

Proposed Trails:

4. Continue the Sunset Park path from the pedestrian bridge to Sunset Drive.
5. Connect Sunset Park to the Airport Loop Trail. This could replace the existing Sunset Trail with a more direct, easier and sustainable trail.
6. Explore trail connections between residential neighborhoods and the Airport Loop Trail and Sunset Park.
7. Connect Sunset Park to Shelby Drive.
8. The Transportation Master Plan proposes a connection to Northview Road (contingent on a future stormwater improvement project).

➤ Trails are to be shared use for both pedestrians and bicyclists.

Proposed Trailheads:

Parking locations to be determined, preferably one to access the Carroll Canyon trails from Shelby Drive and another off Sunset Drive to access the Airport Loop trails.

Proposed Bike Routes:

9. Add bike lanes on Shelby Drive.
 10. The Transportation Master Plan proposes a bike boulevard which would provide a continuous bike route through West Sedona neighborhoods (utilizing both on and off-street routes).
- The design of proposed connections have yet to be determined; such as width, surfacing, and specific alignments.
 - Routes across private land will need to be coordinated with willing landowners and may require easements.

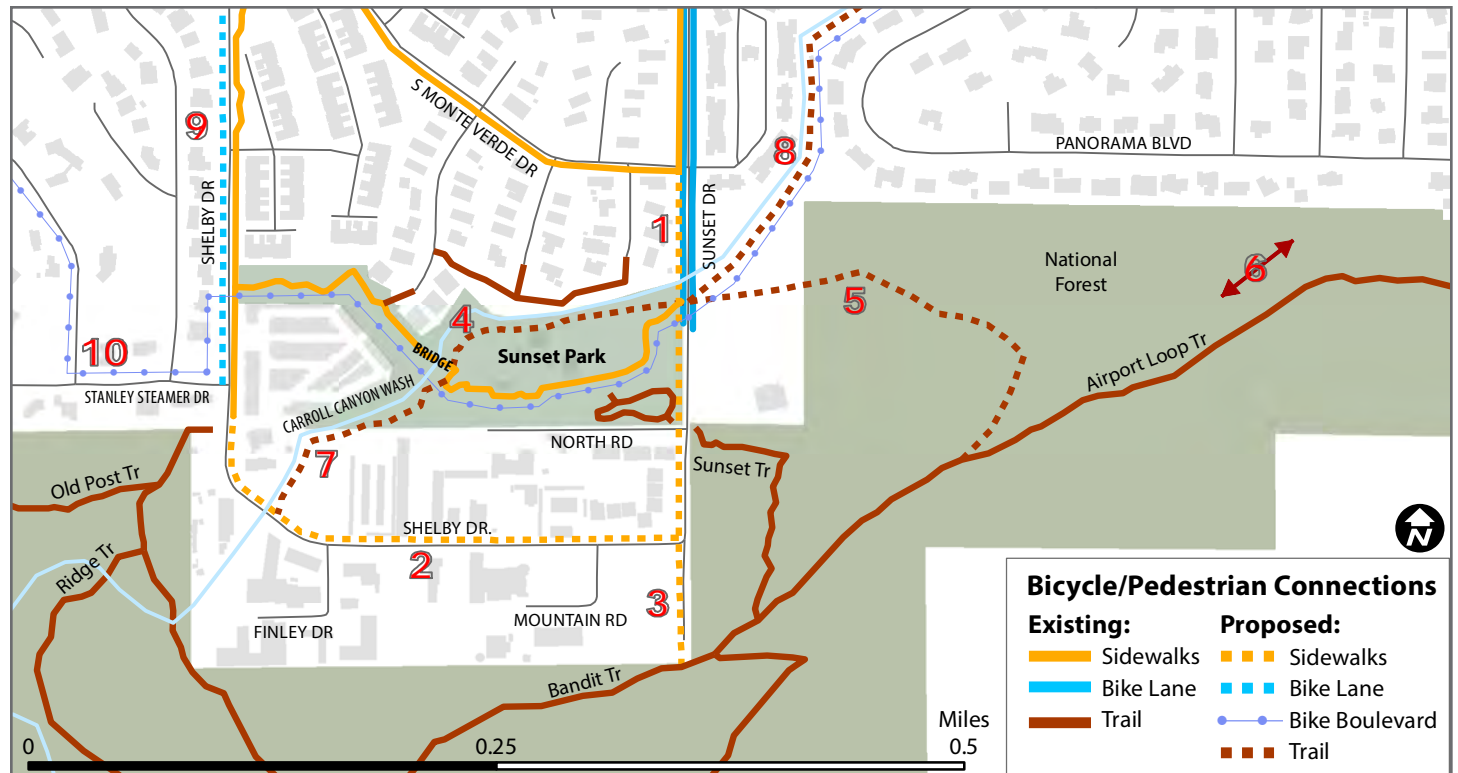


Figure 6. Existing and proposed sidewalks, trails, and bike routes.

Neighborhood Connections: Trail Access

This CFA links to a remarkable 27 miles of trail which includes the Carroll Canyon and the Airport Loop trail networks—yet there are only three parking spaces. Those spaces are in an office parking lot at Shelby Drive and Stanley Steamer Drive. This access point has recently increased in popularity, especially with mountain bikers attracted to the newly expanded Carroll Canyon trails network. When the 3 spaces are taken, trail users are parking on the street (Shelby Drive or Stanley Steamer Drive) which is not ideal due to safety and traffic concerns.

The Airport Loop trails can be reached from an access point on Sunset Drive (no parking) or from the Airport Saddle Trailhead on Airport Road which has 11 spaces and is usually overflowing due to the popularity of a vortex site and scenic viewpoint at this location.

The neighborhoods south of the highway in West Sedona do not have many options for trail access (whether walking or driving). Given the lack of options from these neighborhoods, residents must drive to get to a trailhead. This adds traffic to the highway and to other neighborhoods where relatively small trailheads can overflow onto residential streets.

To better distribute trailhead parking across West Sedona, two new trailheads are recommended, one off Shelby Drive to access the Carroll Canyon trails and another off of Sunset Drive to access the Airport Loop trails. These could be dedicated lots or shared parking through partnerships with the city, property owners, and the Forest Service. A walk/bike-in access point is also recommended to link neighborhoods along Panorama Boulevard to the Airport Loop Trail.

The community-wide benefit of additional trailheads in this area is to take some of the pressure off of other trailheads which are proving insufficient during busy seasons. An additional benefit is that trailheads can serve as community public space similar to a small park where people can meet before or after a hike or bike ride.

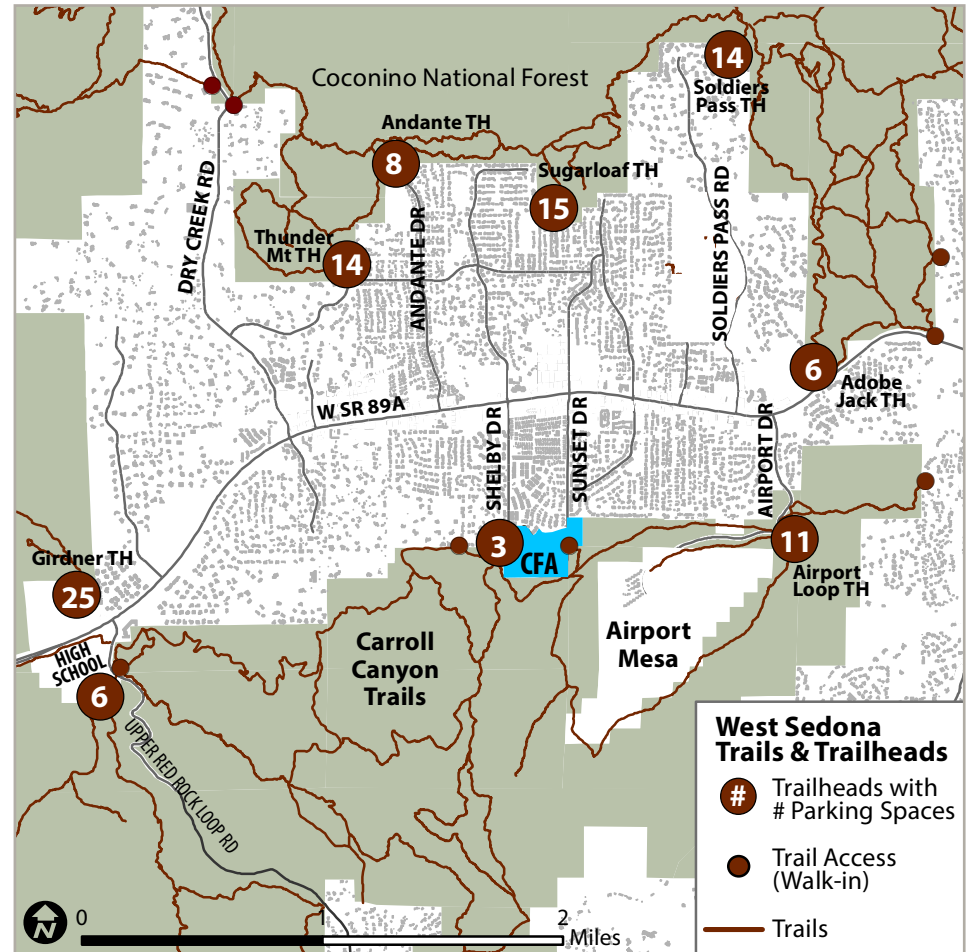


Figure 7. West Sedona trails and trailheads. The numbers indicate the number of parking spaces at each trailhead.

Design for a Sense of Place

Community Plan Goals:

- *Reflect a unique sense of place in architecture and design.*
- *Promote environmentally responsible building and design.*

Objective:

- The distinct character of the area melds modern and efficient living and work spaces with the surrounding landscape.

Strategies:

1. Buildings and site layouts are to be designed with the setting in mind—both the built and natural environment including site location, terrain, and viewsheds.
 - Paint buildings dark earth tones such as green to blend with the tree covered hillside.
 - Certain locations where there are minimal viewshed impacts may be suitable for increased height when goals and objectives are addressed (see the following page).
2. Flexibility in development standards will be considered when projects sufficiently address CFA goals and objectives (see the following page).

This area has a variety of terrain, from the low areas along Carroll Canyon Wash to the higher elevations on the hillside of Airport Mesa. While there are outstanding views *from* the higher points of the CFA, there are not many places where this area can be seen. It is not visible from the highway and typically only glimpses of the area can be seen from neighboring subdivisions. From the south, the area is only visible to trail users and even then the trees often obscure the buildings.

Since the area is not highly visible it can accommodate variations to development standards that may not be appropriate in more visible areas of the city. Taller buildings could be built in the lower areas without obstructing views or standing out in the landscape. Buildings that are built at higher elevations should use building design and color to better blend into the landscape. Buildings and site layout should be designed with the setting in mind, both the terrain as well as the variety of adjacent land uses.

The city's Land Development Code sets standards for building colors so that they better blend into the landscape. Most of the buildings in this CFA were built prior to the 1988 incorporation of the city and thus prior to the city's development standards.



Figure 8. Google 3D image looking south of 89A

Flexibility of Development Standards:

To provide incentives for achieving the CFA objectives, Strategy 2 states that flexibility in development standards will be considered when projects sufficiently address CFA goals and objectives.

All proposed projects requesting deviations from development standards will be evaluated to ensure that the CFA objectives being addressed are commensurate with the extent of the deviations.

A. Projects that address at least one of the four objectives listed to the right may be permitted deviations from the following standards:

- Density
- Setbacks
- Lot Coverage
- Parking
- Landscaping

B. Projects requesting deviations in height must address at least one of the first two objectives listed to the right (Affordable Housing and/or Economic Diversification):

- Height not to exceed 45' subject to the following:
 - Painted in a color with a light reflective value (LRV) of 20 or less, and a maximum chroma of 2.
 - Unrelieved building planes cannot exceed 400 square feet.
 - Heights exceeding 45' require approval of the Planning and Zoning Commission and City Council.

CFA Objectives:**1. Affordable Housing**

Please refer to the City of Sedona "Development Incentives and Guidelines for Affordable Housing" (DIGAH) for details on the following:

- Residential projects: For developments with 10 or more total units, affordable housing units (AHUs) equal to approximately 12% of the market rate units should be provided. For developments with 9 or fewer total units, AHUs equal to approximately 6% of the market rate units should be provided.
- Mixed-use projects: Affordable housing square footage must be equal to at least 12% of the square footage of commercial buildings.
- May contribute an in-lieu fee (per DIGAH)
- Housing units for rent must be restricted to rentals of more than 30 days.

2. Economic Diversification

The proposed business must align with a targeted industry cluster as identified in the Sedona Economic Diversification Plan (to be adopted in 2020). The median wage for jobs created or retained must be at 200% above the current median wage for Sedona. For example, if Sedona's median wage is \$13.00/hour, then jobs created or retained by the business must have a median wage of \$26.00/hour.

3. Mixed Use Development

- Development projects with a mix of uses that includes at least 25% residential

4. Public Lands Access

- Trailhead parking (minimum of 10 parking spaces)
- Trail easements

To illustrate the impact of taller buildings in this area, the following images of conceptual buildings were created. Figures 9 - 16 presents the progression of this exercise, which was to:

1. Select three sites in the lowest to highest elevations of the CFA
2. Create a conceptual layout of three scenarios for mixed-use development
3. Create three-dimensional (3D) models of the buildings
4. Present the buildings within the 3D landscape
5. Merge the 3D models with the actual photograph
6. Color the 3D models with Sedona the desired color scheme
7. Provide an alternate view of Site 3 from Sunset Drive

❶ Three sites were selected to represent three different elevation ranges, depicted in Figure 9.

❷ Figure 10: Conceptual site layouts were created to depict mixed use projects that would include live/work spaces (yellow), housing units (orange), and open, landscaped areas (green).

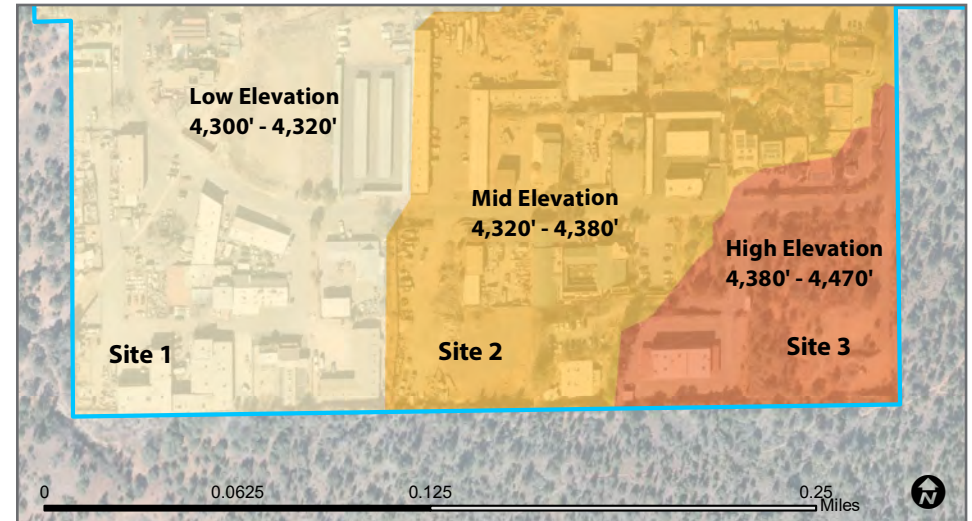


Figure 9. Elevation ranges in the CFA and selected site locations.



Figure 10. Conceptual site layouts.

Note:
 These are not actual or proposed development projects. They were created for this exercise to provide a conceptual example of buildings of varying heights in this setting.

As conceptual examples, the site layout and buildings shown do not necessarily meet every requirement of the Land Development Code.

3 Figures 11-13: 3D models were created of the conceptual buildings, placed within a model depicting actual elevations of each site.

*Note:
As conceptual examples, the site layout and buildings shown do not necessarily meet Land Development Code standards, such as building articulation and massing requirements.*

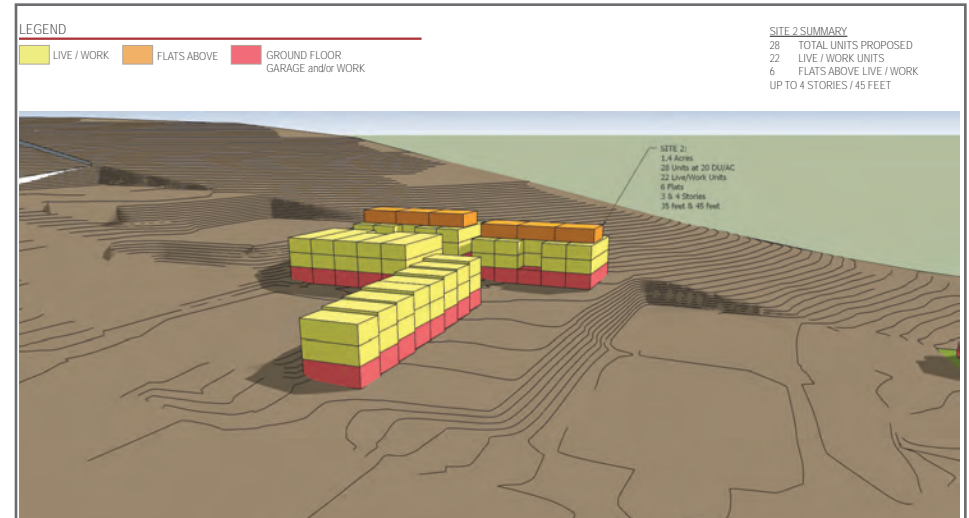


Figure 12. Site 2 Conceptual Building

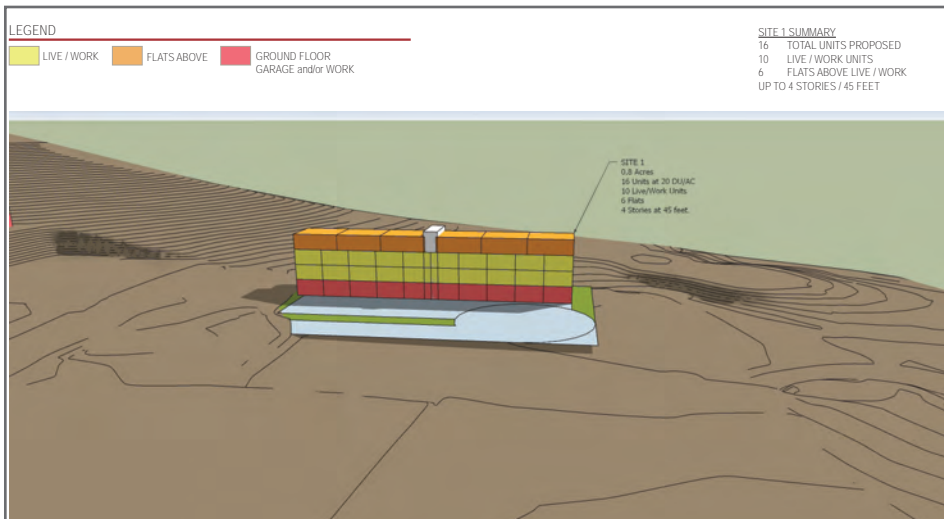


Figure 11. Site 1 Conceptual Building

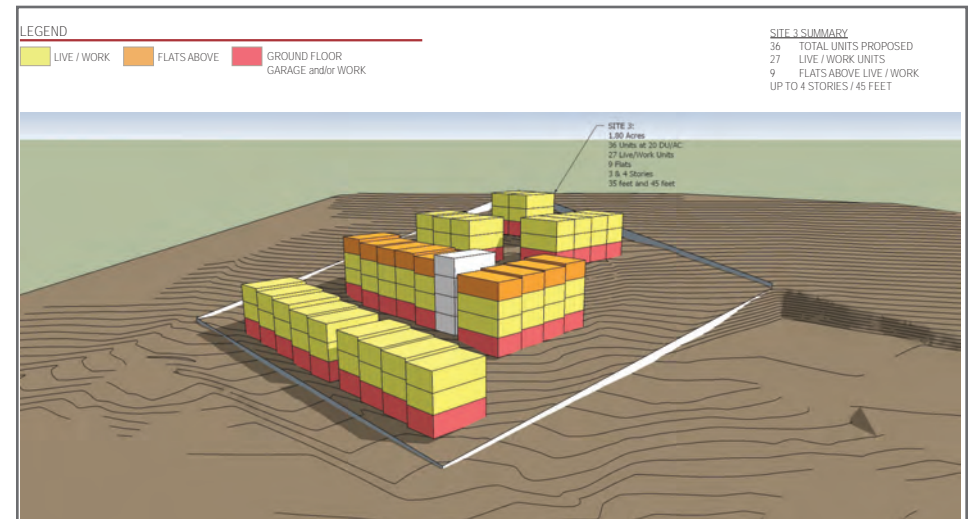


Figure 13. Site 3 Conceptual Building

- 4 Figure 14 presents a view of the conceptual buildings within the 3D landscape model.

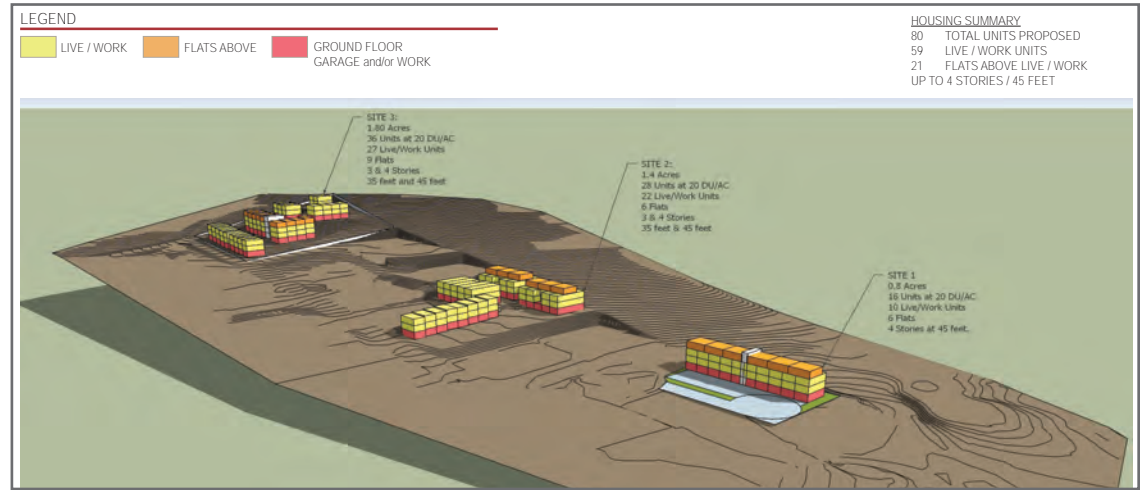


Figure 14. Conceptual site layouts.

- 5 Figure 15 merges the conceptual buildings with an actual photograph of the landscape. So that the location of the buildings is more apparent, the building colors are intentionally lighter than what is permitted by the Land Development Code.



Figure 15. Photograph showing the conceptual buildings

- ⑥ Figure 16 presents the conceptual buildings in a color scheme that would meet the standards specified in the CFA Plan (page 16).



Figure 16. Photograph showing the conceptual buildings in suitable colors.

- 7 Figure 17 provides an alternate view of Site 3. This photograph was taken near the intersection of Sunset Drive and S. Monte Verde Dr.

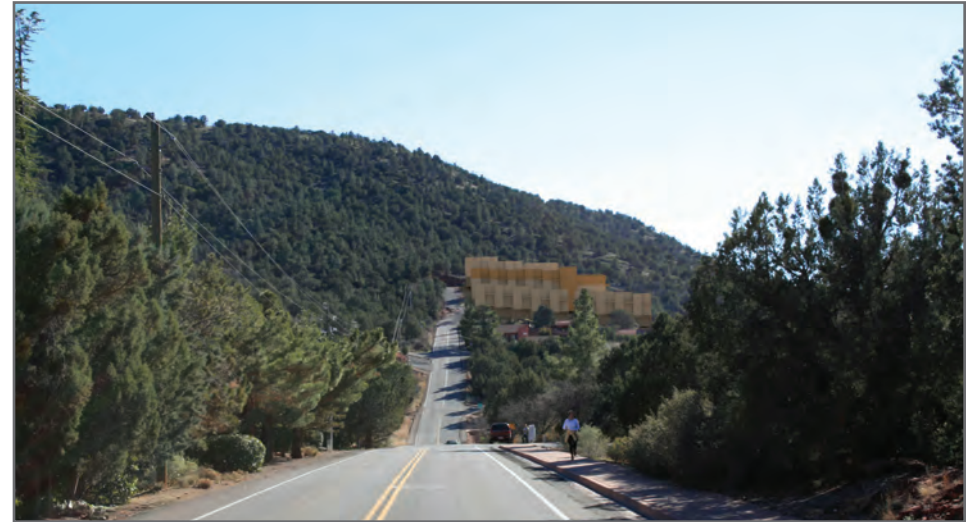


Figure 17. View of Site 3 from Sunset Drive, buildings in lighter colors

- 8 Figure 18 is the same image from Sunset Drive with the buildings in a dark green color.



Figure 18. View of Site 3 from Sunset Drive, buildings in darker colors

Sense of Place: Design

Designs are encouraged to be functional and utilitarian with simple designs and materials that convey a modern, urban, and industrial design that borrows from elements of the landscape, such as color and materials.

Commercial and Industrial

Examples of designs, materials, and colors that may fit with this area.



Multi-family Residential

Examples of apartments, condos, townhouses, and live/work units that may fit with this area.



IMPLEMENTATION

This CFA Plan is an addendum to the Sedona Community Plan which provides the overarching vision for future development of the city. The CFA Plan provides a more specific vision and recommended strategies for this area.

The following is a summary of how the plan will be used and implemented.

Development Review

The plan is an important tool in the City's development review process that evaluates new construction, redevelopment, and renovations of residential and commercial development. The plan should be used by property owners, developers, and residents when preparing a development proposal. City staff, the Planning and Zoning Commission, and City Council will reference the plan when reviewing and evaluating proposed projects.

Policy Direction

This plan is intended to guide development, whereas the Land Development Code sets forth the specific requirements and development standards. Some deviation from standards may be considered depending upon the community benefits made possible by the proposed project. For example, increasing the city's stock of affordable housing is a community benefit that may warrant flexibility in standards in order to achieve the housing diversity objectives of the CFA and Sedona Community Plan.

Partnerships

Partnerships and contributions from a combination of public, private, and non-profit entities will be necessary. Participation among multiple partners may be essential to accomplish some projects, for example right-of-ways may be necessary to improve Shelby Drive and property easements needed to create new trail connections.

Realizing the Vision

Implementation of the plan is likely to occur incrementally over time with property redevelopment, new development projects, and public infrastructure improvements. With approximately 32% of the private property in the CFA either vacant or undeveloped there is bound to be new development. Improvements as recommended in the plan may also spur redevelopment. The vision for this CFA will not be realized all at once but over time as various pieces of the puzzle are completed to create a revitalized area that better serves residents, local businesses, and the community.



EXHIBIT B
RESOLUTION NO. 2019-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ADOPTING THE SUNSET LIVE/WORK COMMUNITY FOCUS AREA
PLAN OF THE CITY OF SEDONA, ARIZONA.**

WHEREAS, A.R.S. §§ 9.461.08 and 9-461.09 provide for authority and scope of Specific Plans and the procedure for adoption of Specific Plans by resolution of City Council; and

WHEREAS, the Sedona Community Plan which was ratified by citizens of the City of Sedona on March 11, 2014 recognized Community Focus Areas (CFA) as areas where Specific Plans will be developed to provide guidance for future development, and the Sunset area is identified as a Community Focus Area 12 in the Sedona Community Plan; and

WHEREAS, the Sedona City Council has identified the CFA planning efforts as a high priority in implementing the Sedona Community Plan; and

WHEREAS, the Sunset Live/Work Community Focus Area Plan is consistent with the vision and goals of the Sedona Community Plan; and

WHEREAS, public participation in the planning process included stakeholder outreach and public hearings to provide input and comments on the Community Focus Area; and

WHEREAS, the City of Sedona Planning and Zoning Commission held a public hearing and recommended the draft Sunset Live/Work Community Focus Area Plan to City Council on May 15, 2018; notice of such hearing was published at least fifteen (15) days and not more than thirty (30) days prior to the hearing; and

WHEREAS, the Sedona City Council conducted a public hearing on the Sunset Live/Work Community Focus Area Plan on April 9, 2019 and notice of such hearing was published at least fifteen (15) days and not more than thirty (30) days prior to the hearing.

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

That the April 9, 2019 Sunset Live/Work Community Focus Area Plan, as approved by the City Council on April 9, 2019 and incorporated herein as Exhibit A, is hereby approved and adopted as a specific area plan and addendum to the Sedona Community Plan.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of April, 2019.

Sandra J. Moriarty, Mayor

ATTEST:

APPROVED AS TO FORM:

Susan L. Irvine, CMC, City Clerk

Robert L. Pickels, Jr., City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2481
April 9, 2019
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action regarding a letter to the Yavapai College Governing Board expressing support for the formation of a centralized career and technical education facility for the Verde Valley.

Department City Council

Time to Present 5 minutes

Total Time for Item 30 minutes

Other Council Meetings None

Exhibits None

City Attorney Approval	Reviewed 4/1/19 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	N/A	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Councilors Jablow and Williamson requested that the City issue a letter to the Yavapai College Governing Board (YCGB) expressing support for the formation of a centralized career and technical education facility for the Verde Valley. This will be discussed by the YCGB at a meeting on April 23rd.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: authorize the Mayor to sign a letter to the Yavapai College Governing Board expressing support for the formation of a centralized career and technical education facility for the Verde Valley on behalf of the Sedona City Council.



**CITY COUNCIL
AGENDA BILL**

**AB 2461
April 9, 2019
Regular Business**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding proposed State legislation and its potential impact on the City of Sedona.

Department	Legal
Time to Present	10 Minutes
Total Time for Item	15 Minutes
Other Council Meetings	January 22, 2019, February 12, 2019, February 26, 2019, March 12, 2019, March 26, 2019
Exhibits	None

City Attorney Approval	Reviewed 4/1/19 RLP	Expenditure Required	
			\$ 0
City Manager's Recommendation	None.	Amount Budgeted	
			\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The Arizona League of Cities and Towns and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills, to answer questions that the City Council may have regarding any individual bill, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

In the past, Council has allowed staff and the Mayor to weigh in on issues at the Legislature on behalf of the City through a process established on February 11, 2014. Council will be notified via email of issues on which the City takes a position. Such a practice is a very effective method of ensuring appropriate City involvement with legislative issues when the timing of weighing in on an issue often cannot be delayed until the next Council meeting.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: for informational purposes only, unless there is a preference to take a position on a particular bill.