

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, AUGUST 11, 2020

NOTES:

- **Public Forum:**
Due to precautions related to the COVID-19 pandemic and pursuant to A.R.S. § 38-431.01(H), there will NOT be a public forum for this meeting.
- **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:

- **It is strongly encouraged that public input on agenda items be submitted by sending an email to the City Clerk at sirvine@sedonaaz.gov in advance of the 4:30 p.m. Call To Order.**
- 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.

DUE TO CONTINUED PRECAUTIONS RELATED TO THE COVID-19 PANDEMIC, CITY COUNCIL AND STAFF WILL ATTEND THIS MEETING REMOTELY THROUGH ELECTRONIC MEANS. **COMMENTS IN ADVANCE OF THE 4:30 P.M. CALL TO ORDER ARE STRONGLY ENCOURAGED BY SENDING AN EMAIL TO [SIRVINE@SEDONAAZ.GOV](mailto:sirvine@sedonaaz.gov) AND WILL BE MADE PART OF THE OFFICIAL MEETING RECORD.** THERE IS VERY LIMITED SEATING FOR THE PUBLIC WITHIN THE COUNCIL CHAMBERS ARRANGED IN COMPLIANCE WITH CDC GUIDELINES FOR PHYSICAL DISTANCING. THOSE WISHING TO COMMENT ON SCHEDULED AGENDA ITEMS MAY BE ASKED TO WAIT OUTDOORS OR IN AN ALTERNATE LOCATION IF THERE IS NOT ADEQUATE SEATING IN COUNCIL CHAMBERS. THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

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

2. CITY'S VISION

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - July 28, 2020 City Council Special Meeting - Executive Session.
- b. Minutes - July 28, 2020 City Council Regular Meeting.
- c. Approval of Proclamation, The Sedona Women 20th Anniversary Celebration Day, September 9, 2020.
- d. AB 2603 Approval of an employment agreement between the City of Sedona and Kurt Christianson for the position of City Attorney.

4. APPOINTMENTS - None.

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

6. PUBLIC FORUM - Due to precautions related to the COVID-19 pandemic and pursuant to A.R.S. § 38-431.01(H), there will NOT be a public forum for this meeting.

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- a. Presentation of Proclamation, The Sedona Women 20th Anniversary Celebration Day, September 9, 2020.

8. REGULAR BUSINESS

- a. AB 2462 **Discussion/possible direction** regarding next steps towards possible future implementation of a Sedona transit system.
- b. AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response.
- c. **Reports/discussion** regarding Council assignments.
- d. **Discussion/possible action** regarding future meeting/agenda items.

VIRTUAL MEETING
102 ROADRUNNER DRIVE, SEDONA, AZ

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



Page 2, City Council Meeting Agenda Continued

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: 08/06/2020

By: DJ

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 materials 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.

VIRTUAL MEETING
102 ROADRUNNER DRIVE, SEDONA, AZ

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

**Action Minutes
Special City Council Meeting
Virtual Meeting, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, July 28, 2020, 3:00 p.m.**

1. Call to Order

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

2. Roll Call

All Council and staff attended the meeting via the internet through Zoom due to the COVID-19 pandemic.

Council Present: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor Bill Chisholm, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jessica Williamson.

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

3. Special Business

Motion: Councilor Williamson moved to enter into Executive Session at 3:01 p.m. Seconded by Councilor Lamkin. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Martinez, Chisholm, Currivan, Jablow, Lamkin, and Williamson) and zero (0) opposed.

- a. **Discussion/consultation with staff and the City Attorney regarding potential negotiations for the acquisition of real property for the siting of a transit hub in the vicinity of the “Y” intersection in the City of Sedona. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(7).**

Reconvened in open session at 4:18 p.m.

- b. **Return to open session. Discussion/possible action regarding executive session items.**

No action was taken.

4. Adjournment

Mayor Moriarty adjourned the meeting at 4:18 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on July 28, 2020.

Susan L. Irvine, CMC, City Clerk

Date

**Action Minutes
Regular City Council Meeting
Virtual Meeting, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, July 28, 2020, 4:30 p.m.**

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

Mayor Moriarty called the meeting to order at 4:32 p.m.

All Council and staff attended the meeting via the internet through Zoom due to the COVID-19 pandemic.

Council Present: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor Bill Chisholm, Councilor John Currivan, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager/Director of Community Development Karen Osburn, City Attorney Robert Pickels, Jr., Director of Financial Services Cherie Wright, Assistant Director of Community Development Warren Campbell, Chief of Police Charles Husted, Management Analyst Megan McRae, City Clerk Susan Irvine.

2. City's Vision

A video of the City's Vision was played.

3. Consent Items

- a. **Minutes - July 14, 2020 City Council Special Meeting - Executive Session.**
- b. **Minutes - July 14, 2020 City Council Regular Meeting.**
- c. **Minutes - July 16, 2020 City Council Special Meeting - Executive Session.**
- d. **AB 2594 Approval of a Resolution authorizing the City to sign a Programmatic Agreement with ADOT regarding the administration of Section 106 of the National Historic Preservation Act.**
- e. **AB 2595 Approval of a recommendation regarding an application for a Series 7 Beer and Wine Bar Liquor License for Vino Zona located at 336 SR 179, #A207, Sedona, AZ (File #112870).**
- f. **AB 2599 Approval to lease purchase a replacement audio/video system in all patrol vehicles including three body cameras for the pilot body camera program.**

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

4. Appointments – None.

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

Councilor Jablow advised that he received a notification that a memorial plaque for James Bishop was installed at Barbara's Park which he felt was a well-deserved honor.

6. **Public Forum – Due to precautions related to the COVID-19 pandemic and pursuant to A.R.S. § 38-431.01(H), there was no public forum for this meeting.**
7. **Proclamations, Recognitions, and Awards – None.**
8. **Regular Business**
 - a. **AB 2596 Discussion/possible action regarding the distribution of funding awards through the City’s Small Grants Program for the 2021 fiscal year.**

Presentation by Justin Clifton and Stephanie Giesbrecht Chair of the Small Grants Committee. Questions were answered by Gioia Quisumbing of Precious Stones Preschool at Rock of Ages Lutheran Church.

Questions and comments from Council. Councilor Chisholm disclosed that he is involved with Toys for Tots but does not gain financially from the program.

Comments from Council.

Motion: Councilor Lamkin moved to approve Fiscal Year 2021 Small Grant awards in the total amount of \$45,200 in accordance with the Grant Evaluation Committee recommendations as itemized in Agenda Bill 2596, Exhibit A, with the Health and Human Services Needs and/or Fundamental Organizational Capacity items included in this amount as well as those under Contingent Funding for Sedona Toys for Tots as well as Yavapai Big Brothers and Sisters with the remainder \$121,300 set aside for use later at the City Manager’s discretion. Seconded by Councilor Chisholm. Further discussion by Council and staff. Councilor Lamkin clarified that the discretionary funds in this motion were not to be used for small grants but for other frozen budget items. Vote: Motion carried with six (6) in favor (Moriarty, Martinez, Chisholm, Jablow, Lamkin, and Williamson) and one (1) opposed (Currivan). Councilor Currivan noted for the record that he voted against this because he believes that the money that was approved by the committee for the other organizations should been included in this motion but frozen the same way we did with the budgeting process.

Break at 6:45 p.m. Reconvened at 6:55 p.m.

- b. **AB 2571 Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response.**

Presentation by Justin Clifton.

Questions and comments from Council.

Presentation and discussion only.

- c. **Reports/discussion regarding Council assignments - None.**
- d. **Discussion/possible action regarding future meeting/agenda items.**

Mayor Moriarty advised that there is no meeting tomorrow.

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:

Sedona City Council
Regular Meeting
Tuesday, July 28, 2020
4:30 p.m.

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

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 7:38 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on July 28, 2020.

Susan L. Irvine, CMC, City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Rosemary Anderson
Contact Phone Number	480-720-6853
Contact Mailing Address	340 Orchard Lane #3, Sedona AZ 86336
Contact Email Address	rosemarysedona@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	The Sedona Women
Website Address (if applicable)	www.thesedonawomen.com
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Sandy Moriarty and Jessica Williamson
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	September 9th
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.	Rosemary Anderson (see above)

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

The Sedona Women are dedicated to making a positive and lasting impact on the community of Sedona by providing opportunities to build relationships, to learn about our community and our world, to support community needs and to enhance the natural beauty and distinctive character of Sedona.

The organization was founded in the year 2000 by women committed to 'making a difference' to the community in which they live.

Since the first meeting held on September 13, 2000, the 220+ members have provided a broad spectrum of hands-on community service projects supporting more than twenty local non-profit organizations.

We have conducted 180 monthly programs for members and guests about topics of interest in Sedona, the Verde Valley and the state of Arizona.

We are currently the only Sedona organization providing educational scholarships to women who are returning to school after their education has been interrupted.

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?

We are a vibrant and active group that provides a non-partisan environment where women can enjoy each others' company and create lifelong friendships while 'making a difference' to their community. Women new to town, living alone or just anxious to meet other local women can learn about their community and support non-profit organizations with their time and money.

We have a full season of events to celebrate our 20th Anniversary including development of a new logo, social and educational events (COVID permitting) featuring our history, our members and their accomplishments, our environment and community.

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
The Sedona Women 20th Anniversary Celebration Day
September 9, 2020**

WHEREAS, The Sedona Women, founded in 2000, celebrates its 20th Anniversary of “Making a Difference” for Sedona’s women and the community they serve; and

WHEREAS, The Sedona Women is making a difference through dedicated volunteerism and community service projects that benefit the Sedona Food Bank, St. Andrews, local Veterans, The Old Town Mission, Big Brothers and Sisters, residents at Sedona Winds, Run Sedona, Mitzvah Day, and Rainbow Acres; and

WHEREAS, The Sedona Women is making a difference through support and collaboration with dynamic sister organizations such as Giving Angels, Sedona Kind, and NAZ Coalition Against Human Trafficking; and

WHEREAS, The Sedona Women is making a difference by lifting up local women through much needed and well-earned educational scholarships as they return to the workforce or seek new enriching careers; and

WHEREAS, The Sedona Women is making a difference through monthly educational programs of interest to its membership and our community while encouraging a diversity of ideas through topics that include health, social justice, arts, culture, environment, and themes of historical interest; and

WHEREAS, The Sedona Women is making a difference by helping maintain Sedona’s character and beauty through volunteer support projects like the Oak Creek Clean Up project; and

WHEREAS, The Sedona Women is making a difference by providing a welcoming atmosphere where new social connections and friendships are encouraged and celebrated in a safe, apolitical space that respects the diversity of our membership and the inclusivity of our community; and

WHEREAS, the City of Sedona actively embraces a strong sense of “Community” by encouraging collaboration, knowledge, support, friendship, and service.

NOW THEREFORE I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 9, 2020 as “The Sedona Women 20th Anniversary Celebration Day” with our thanks to its members, past and present, who honor our community with their dedicated service.

Issued this 11th day of August, 2020.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2603
August 11, 2020
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of an employment agreement between the City of Sedona and Kurt Christianson for the position of City Attorney.

Department	Human Resources
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Proposed Employment Agreement

City Attorney Approval	Reviewed 8/3/20 RLP	Expenditure Required
		\$ 166,520 (FY2021 portion)
City Manager's Recommendation	Approve an employment agreement with Kurt Christianson.	Amount Budgeted
		\$ 189,550 (FY2021 portion)
		Account No. 10-5230-XX-XXXX (Description) (Included in Wage & Benefit Accounts in multiple programs)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: After conducting employment interviews on July 16, 2020, the City Council instructed the City Manager to offer Kurt Christianson the position of City Attorney. Mr. Christianson has accepted this position, contingent upon acceptance of the terms set forth in the attached employment agreement. These terms include, among others: an annual salary of \$139,500, residency within 20 miles of City Hall, up to \$5,000 reimbursement of relocation expenses, a vehicle allowance, and a phone allowance.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve the employment agreement between the City of Sedona and Kurt Christianson for the position of City Attorney and authorize the Mayor to execute said agreement.



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), is made and entered into effective as of the 31st day of August, 2020 ("Effective Date"), by and between the CITY OF SEDONA, ARIZONA, an Arizona municipal corporation, acting by and through its City Council ("Employer" or "City Council"), and Kurt Christianson ("City Attorney" or "Employee").

RECITALS:

A. Employer is an Arizona municipal corporation and Employee is an attorney duly qualified and admitted to practice law of the State of Arizona.

B. Employer desires to employ Employee as, and Employee desires to accept employment as, City Attorney of the City of Sedona, Arizona, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Employer and Employee (collectively, the "Parties;" each a "Party") agree as follows:

AGREEMENTS:

1. Employment. Employer hereby employs Employee as City Attorney and Employee hereby accepts such employment from Employer upon the terms and conditions set forth below.

2. Services and Duties.

2.1 Employee's duties as City Attorney shall consist of those duties and obligations imposed upon the City Attorney by the City Code, ordinances and regulations of City and those other duties and responsibilities delegated or assigned by the City Council, from time to time, to Employee. These duties shall specifically include but not be limited to: a) regular meetings with the City Manager and/or City Council for the purpose of discussing issues facing the City, possible courses of action in relation to those issues, and the legal implications of following such possible courses of action; and, b) advise and provide accessibility to the City Council and City staff.

2.2 Employee shall faithfully, completely, and accurately carry out and perform his duties in accordance with the highest professional and ethical standards of his profession and shall comply with all ordinances, rules, policies, and regulations established or adopted by Employer from time to time.

2.3 Hours of Work. Employee agrees to devote the amount of time and energy necessary to carry out those duties with the highest degree of professionalism possible.

2.4 Outside Activities. Employee will remain in the exclusive employ of Employer during the term of this Agreement. The term “employ,” however, shall not be construed to include: (a) occasional teaching, writing, or consulting work performed by Employee on Employee’s time off; or, (b) occasional legal work performed on behalf of Employee, members of his immediate family, or on a pro bono basis to other individuals or charitable organizations outside of normal business hours, provided that such non-City connected activities do not interfere with Employee’s ability to faithfully, promptly and to the best of Employee’s ability, experience and talent, perform all of his obligations under this Agreement, express or implied, to the satisfaction of Employer, in its reasonable discretion; and, provided further, that (i) no such activity shall involve a project, development or other activity which requires, or is likely to require at any time, review or approval by the City Council or by any officer, agency, board or commission of the City; and (ii) no such activity shall create a conflict of interest with the City or create or give rise to a reasonable perception of such a conflict.

This provision shall not be interpreted to prevent Employee from assisting other municipalities or government entities (which municipalities and other entities may provide similar services for City) upon request, by performing legal services without compensation.

2.5 Other Terms and Conditions of Employment. Employer shall have the right to fix such other terms and conditions of employment relating to the performance of Employee as Employer may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other applicable law.

3. Term; Term of Employment; Termination. This Agreement shall commence on the Effective Date and shall continue in full force and effect until otherwise terminated by either party pursuant to the provisions in this Section 3 (the “Term”). Employer shall employ Employee for an initial term of two (2) years from August 31, 2020 and ending on August 30, 2022. The Parties may renew the Term of Employment on terms and conditions acceptable to both Parties. As used herein, the term “Termination Date” means the date on which Employee’s employment by Employer terminates under any provision of this Section 3.

3.1 Early Termination by Employer. Employee is employed at the will of Employer and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate Employee and this Agreement at any time, with or without cause, by delivery of written notice of such termination to Employee not less than thirty (30) days in advance of the Termination Date set forth in the notice, unless the Parties otherwise agree. Notwithstanding the foregoing, if the termination is for Cause, as defined by Paragraph 9 of this Agreement, the Termination Date may be immediately upon receipt of notice or such other Termination Date as may be determined by the City Council.

If Employee is terminated pursuant to this Section 3.1 without “Cause” as defined in Paragraph 9 of this Agreement (i) Employer shall pay to Employee, in full and

complete payment of all compensation due to Employee under this Agreement: (a) Employee's regular pay and benefits through the Termination Date, paid on the regular paydays of Employer; plus, (b) an amount equivalent to one-hundred and eighty (180) additional days of Base Salary (as defined below) and the full amount of benefits, both Employee and Employer's share, (defined as reimbursement for life insurance, payments of health insurance and retirement benefits as expressly provided for herein), as severance pay, paid as a lump sum and conditioned upon Employee's execution of a release as provided below. At the time of termination, payment for accrued vacation, sick leave and holidays not used at the Termination Date shall be made to Employee in accordance with City policies.

If Employee is terminated for Cause as defined by Paragraph 9 of this Agreement, Employer shall have no obligation to pay the sums set forth in this Section 3.1, other than to pay and benefits through the effective Termination Date as provided in Section 3.1, above.

Prior to the delivery of the severance payment provided for in this Section 3.1 of this Agreement, and as a condition to Employee's receipt of such severance payment, Employee agrees to execute and deliver to Employer a release (provided by Employer and in form and content acceptable to both Employee and Employer), effective as of the Termination Date, releasing City, its City Council, officers, employees and agents, of all claims that Employee may have against City, its City Council, officers, employees and agents, including, without limitation, claims arising out of alleged intentional acts or other misconduct committed by City Council members and claims arising under Arizona or Federal law pertaining to equal employment opportunity, age discrimination, and discrimination on basis of disability. To the extent permitted by law, Employee hereby grants and delivers such release to the City. Payment of all severance sums shall be made upon the effective date of said release (which for example, may be delayed due to the Employee's statutory right to revoke the release).

3.2 Early Termination by Employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer by delivery of written notice of such termination to Employer not less than ninety (90) days in advance of the Termination Date set forth in the notice, unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this Section 3.2, Employer shall pay to Employee, in full and complete payment of compensation due to Employee under this Agreement, Employee's regular pay and benefits through the Termination Date, on the regular paydays of Employer, and any accrued and unpaid expense reimbursement earned and attributable to any period prior to the Termination Date.

3.3 Early Termination Due to Death or Incapacity. This Agreement shall terminate upon the occurrence of the following events: (i) Employee's death occurring any time during the Term, in which event the Termination Date shall be Employee's date of death; or (ii) the permanent disability of Employee occurring at any time during the Term. For purposes of the foregoing, Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, Employee is unable, in the reasonable judgment of the City Council, to perform the essential functions of his duties under this Agreement, with or without reasonable accommodations. In the event this Agreement shall terminate pursuant to the provisions of this Section 3.3, Employer shall

pay to Employee (or to Employee's estate or legal representative) in full and complete payment of all compensation due to Employee under this Agreement, the pro rata portion of any unpaid Base Salary through the Termination Date, any accrued and unpaid expense reimbursement and accrued vacation, and accrued leave not used prior to the Termination Date calculated as provided in Section 3.1.

4. Compensation. For all services to be rendered by Employee under this Agreement, Employer will pay or cause to be paid or delivered to Employee only the following compensation and benefits:

4.1 Salary. Employer agrees to pay Employee an annual salary of \$139,500.00 (the "Base Salary"), payable in equal installments at the same time as other employees of the Employer are paid. The City Council may (but is not obligated to) increase the Base Salary and/or other benefits of Employee in such amounts and to such extent as City Council may determine, from time to time, in its sole discretion, to be desirable on the basis of periodic performance reviews of Employee and an annual salary review made at the same time as similar consideration is given to other employees generally.

4.2 Vacation. Employee shall accrue vacation leave at a rate of 4.62 hours per pay period up to a maximum of 180 hours. Employee shall be entitled to use flexible leave as granted to all full-time employees. Otherwise, Employee shall be entitled to use vacation and flexible leave in accordance with the provisions of the City of Sedona Employee Manual, effective on the date of this Agreement; provided, however, that Employee shall only take such vacation days at such time or times that shall not affect his duties under this Agreement or the quality of services rendered pursuant to this Agreement.

4.3 Insurance and Other Benefits. Except as expressly provided herein, Employee will be entitled to insurance coverage under the health insurance plans being offered to employees of the City. In addition, Employer will pay for premiums on a life insurance policy as provided for all City employees.

4.4 Performance Review. The City Council may review and evaluate the performance of Employee from time to time. Employer's review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee.

4.5 Retirement Contributions. Employee acknowledges that Employer is a member of the Arizona State Retirement System and as such is obligated to contribute to the system in behalf of Employee. Employee further acknowledges that Employer is obligated to deduct certain statutorily required contributions from Employee's salary. It is understood and agreed that said contributions may change from time to time and Employer and Employee both agree to be bound by said changes.

4.6 Expenses.

4.6.1 General Business Expenses. Employer will reimburse Employee upon submission of appropriate invoices, receipts, bills, or other evidence of payment, for all ordinary and necessary business expenses directly incurred and paid by

Employee in discharging his duties under this Agreement, if prior approval was given by Employer for such expenses.

4.6.2 Expenses for Professional Development. Employer agrees to budget for and to pay the travel and subsistence expenses of Employee for: (i) short courses and seminars required for continuing legal education and necessary for Employee's professional development and for the good of the City, if prior approval was given by Employer for such expenses; (ii) professional and official travel expenses for meetings and other professional occasions that contribute to his professional development and to his role as City Attorney.

4.6.3 Dues and Subscriptions. Employer agrees to budget and to pay a reasonable amount for the professional dues and subscriptions of Employee necessary for his continued full participation in any national, regional, state, and local associations and organizations deemed necessary and desirable by Employer for the effective and professional performance of Employee's duties under this Agreement. Dues payable pursuant to this Section 4.6.3 shall include but not be limited to Employee's membership dues to the State Bar of Arizona.

4.6.4 Records. Employee shall keep receipts and accurate records of all expenses and charges claimed to be reimbursable under this Agreement, which records shall be suitable in form and content both for Employer's records and for Internal Revenue Service purposes.

4.6.5 Phone Allowance. Employer will pay Employee the monthly sum of \$50.00 to compensate him for the purchase of a smartphone and monthly wireless cell service charges. The phone will be considered the Employee's personal property.

4.6.6 Vehicle Allowance. Employer will pay Employee the monthly sum of \$350.00 to compensate him for the use of his personal vehicle for all purposes related to his duties as described under this Agreement.

4.7 Tax Withholding. All amounts of Base Salary and other compensation, if any, payable to Employee under this Agreement shall be reduced by any amounts that Employer is required to withhold with respect to such payments under the then applicable provision of any state, federal or local income or other tax laws, the so-called "FICA" laws, regulations, or statutes of a like nature or any and all other state, federal, or local laws of any kind or nature.

4.8 No Reduction of Benefits. Employer shall not at any time during the Term reduce the salary, compensation, or other financial benefits of Employee, except to the extent of a reduction across-the-board for all administrative employees of the Employer, which reduction Employer shall have the right to make, in its sole discretion, notwithstanding any provision in this Agreement to the contrary; provided, however, that in no event shall Employee's Base Salary be reduced during the Term.

5. Residency Requirement. Within six (6) months of the effective date of this agreement, Employee shall live within a twenty (20) mile radius of the Sedona City Hall unless Employee, after reasonable efforts, is unable to find satisfactory affordable

residency within this distance. In such a case, Employee shall obtain the consent of the Mayor to maintain a residence at a further distance.

6. Indemnification. In addition to any requirements imposed by state and/or local law, Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney, except to the extent caused by Employee's gross negligence, recklessness, or intentional misconduct. Employer shall have the right to select and employ counsel to defend any such action and to compromise and settle any such claim or suit and shall pay (directly or through insurance) the amount of any settlement or judgment rendered with respect to such action.

7. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law, ordinance, or City Council requirement. Employee shall complete all necessary applications and otherwise cooperate with Employer in applying for and obtaining such bond.

8. Return of Property. On the Termination Date, regardless of how or why this Agreement is terminated, or whenever otherwise reasonably requested by Employer, Employee shall immediately return to Employer any or all of Employer's property, tangible or intangible, real, personal, or mixed, including, but not limited to, any such property that is in Employee's possession or under his control or which is used, produced, or created by Employee in rendering services under this Agreement or otherwise, all of which Employee hereby acknowledges and agrees is and shall be the property of Employer, except as provided herein (e.g., Employee's cell phone).

9. Cause. The occurrence of one or more of the following acts or omissions shall constitute "cause" for the termination of Employee under this Agreement.

(a) The failure of Employee to perform any of his duties, obligations, and services under this Agreement to the reasonable satisfaction of Employer, after written notice from Employer to Employee particularizing the alleged failure or failures, after which Employee shall have failed to correct the matters set forth in such notice within thirty (30) days following the date on which such notice is given;

(b) Employee's gross negligence, recklessness, gross incompetence, or intentional misconduct in the performance of his duties;

(c) If Employee: (i) embezzles, steals, or misappropriates funds or property of Employer or defrauds Employer; (ii) is convicted of a felony; (iii) commits an act or omission which in the reasonable opinion of the City Council brings discredit of a serious nature to Employer or Employee; or (iv) commits an act of dishonesty.

(d) Any other substantial and material breach of any provision of this Agreement by Employee.

10. Remedies. Except as expressly provided herein, the event of a breach of this Agreement by either party, the non-breaching party shall have all rights and remedies available at law, in equity, or under the terms of this Agreement; provided, however, that in no event shall Employee have any right to punitive, exemplary, consequential, or

multiple damages against Employer, except for treble damages which may be available to Employee under A.R.S. § 23-355 relating to the failure to pay wages when due.

11. General Provisions.

11.1 Employer Policies. To the extent not inconsistent with the Agreement, Employee acknowledges and agrees that he is bound by all of the Employer's employment policies applying generally to all City employees, as they may be adopted and/or modified by Employer from time to time in its sole discretion. In the event of an inconsistency between the Employer's employment policies applying generally to all City employees, and any provision of this Agreement, the terms of this Agreement shall control.

11.2 Binding Nature of Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns. Employee acknowledges that the services to be rendered by Employee pursuant to this Agreement are unique and personal. Accordingly, Employee may not assign or transfer any of his rights or obligations under this Agreement without the prior written consent of Employer (which consent may be withheld by Employer in its sole discretion) and any purported assignment of Employee's rights or obligations without such consent shall be void and of no force or effect. This Agreement is made for the sole benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns and the persons identified in the release provision of Section 3.1 of this Agreement. Except as expressly provided in this Agreement, no other person or entity is intended to or shall have any rights or benefits under this Agreement, whether as third-party beneficiaries or otherwise.

11.3 Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

11.4 Governing Law; Choice of Forum. This Agreement is executed, delivered and will be performed in the State of Arizona and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yavapai and each of the Parties irrevocably consents to jurisdiction and venue in such Court for such purposes.

11.5 Relationship Created. The relationship created by this Agreement shall be deemed and construed to be, and shall be, solely that of employer and employee and not of any other type or nature.

11.6 Attorneys' Fees. Should any proceeding or litigation be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of

the Parties under this Agreement, the prevailing Party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing Party's attorneys' fees, to be determined by the court, and not by the jury.

11.7 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, effective during the Term, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable, and this Agreement shall be reformed accordingly.

11.8 Further Assurances. Employee shall execute and deliver all other instruments and documents and shall take all other actions as Employer may reasonably request from time to time, before or after the execution of this Agreement, in order to effectuate the transactions provided for in this Agreement.

11.9 Construction. This Agreement is intended to express the intent of both Parties, and irrespective of the identity of the Party or counsel who prepared this Agreement or any draft of this Agreement, no rule of strict construction shall be applied against any Party. All words used in this Agreement shall refer to the appropriate number or gender, regardless of the number or gender stated.

11.10 Indulgences Not Waivers. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers, or privileges with respect to any other occurrence.

11.11 Costs and Expenses. Each Party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting, and consummation of this Agreement and all matters incident to this Agreement.

11.12 Headings. The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

11.13 Recitals. The Recitals made and stated above are hereby incorporated by reference into, and made a part of, this Agreement.

11.14 Notice. Any notice, request, demand, and other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received when hand-delivered to the Party to whom it

is addressed or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to City: City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3710
Attn: Mayor/City Manager

If to Employee: Kurt Christianson, Esq.
9140 W. Dreyfus Ave.
Peoria, AZ 85381

Any Party may alter the address or addresses to which communications or copies are to be sent to such Party by giving notice of such change of address in conformity with the provisions of this Section 11.14 for the giving of notice.

11.15 Prior Approvals. Unless otherwise required by law or expressly stated in this Agreement, in any case where the prior approval of Employer is required to authorize the incurrence of a job-related expense by Employee, the written approval of the Mayor of City of Sedona shall constitute approval by Employer.

11.16 Conflict of Interest. This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Mayor, as duly authorized by the City Council and on behalf of the City, has signed and executed this Agreement and Employee has signed and executed this Agreement, both in duplicate as of the Effective Date.

ATTEST

CITY COUNCIL OF SEDONA, ARIZONA

By:

Susan L. Irvine, CMC, City Clerk

Sandra J. Moriarty, Mayor

Date

Kurt Christianson

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2462
August 11, 2020
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible direction regarding next steps towards possible future implementation of a Sedona transit system.

Department	City Manager's Office
Time to Present	15 minutes
Total Time for Item	1 hour
Other Council Meetings	June 26, 2018, April 10, 2019, October 23, 2019, March 11, 2020
Exhibits	A. Transit Financial Plan

City Attorney Approval	Reviewed 8/3/20 RLP	Expenditure Required
		\$ 140,000
City Manager's Recommendation	For discussion and direction only.	Amount Budgeted
		\$ 140,350
		Account No. (Description) N/A
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City of Sedona Transportation Master Plan (TMP) includes a series of recommended strategies to address traffic congestion and mobility needs of residents, visitors, and commuters. Two TMP strategies focused on the implementation of local transit services. In June 2018, LSC Transportation Consultants, Inc. was hired by the City to further develop these strategies and facilitate the creation of an implementation plan for a transit system to serve the greater Sedona area including destinations throughout Oak Creek Canyon.

On March 11, 2020, City staff presented a final draft financial plan for transit as well as options for Council to consider regarding how the City might fund its anticipated share of the capital and ongoing operational costs for a future system. The financial plan synopsis assumed the pursuit of federal transit grant funding for both operating and capital, and contributions from both Yavapai and Coconino Counties towards a portion of the services planned to the unincorporated county areas. The City of Sedona contribution to the system was the lion's share and estimated between \$4 - \$5 million annually. At that time Council gave direction to staff to conduct an additional public survey to assess community willingness to fund a future system, specifically interest in extending the ½ cent transportation sales tax beyond the initial

ten-year approval and dedicating it to funding transit. That survey would have been issued mid-March but has been delayed due to the COVID-19 pandemic.

Now, due to a pending Federal Transit Administration (FTA) grant award, the City must make a decision regarding next steps for transit. As part of the 5311 Rural Transit grant program, the City has received notice that it is being awarded \$132,800 over the next two federal fiscal years towards the hiring of a transit administrator position and supplementary consulting services for transit implementation work. Each year's award will include \$46,400 towards the administrator position and \$20,000 towards consultant services. The City is required to provide a 20% grant match. A full year cost for a transit administrator, with salary and benefits, is estimated between \$130,000 - \$140,000.

The Arizona Department of Transportation (ADOT), administrator of the federal grant funds on behalf of the FTA, has provided preliminary notice of award with final notice of award and contract execution expected in October. By that time, the City must decide whether or not it wants to accept the award. Accepting the award commits the City to hiring a transit administrator and moving forward with implementation of new transit services.

While staff was unable to administer the last survey requested by Council, there is a significant body of survey results and other input that has been obtained over the course of the last several years.

Those results are summarized as follows:

Transportation Master Plan

Two transit related questions were asked in the survey instrument during the transportation master planning process, one about support for a commuter/resident system and one about support for a tourism focused system.

Q13: S7. Given the benefits, costs and tradeoffs of this strategy, how likely are you to support it?

Answered: 1,486 Skipped: 220

Strategy 7. Enhanced Transit Service - Commuter/Resident Focused

Answer Choices	Responses	
Very Likely	47.04%	699
Somewhat Likely	18.10%	269
Neutral	16.55%	246
Somewhat Unlikely	8.14%	121
Very Unlikely	10.16%	151
Total		1,486

65.14% were likely to support a commuter/resident focused system.

Q15: S8. Given the benefits, costs and tradeoffs of this strategy, how likely are you to support it?

Answered: 1,473 Skipped: 233

Strategy 8. Enhanced Transit Service - Tourism Focused Shuttle Service

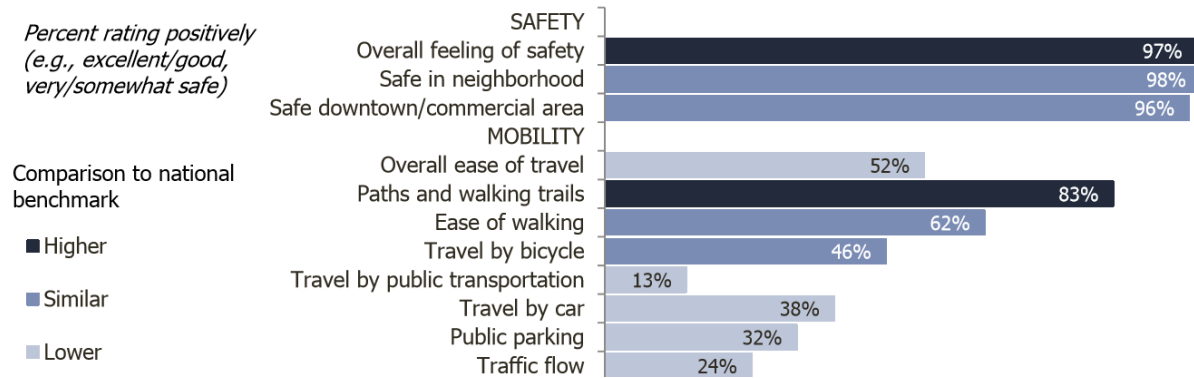
Answer Choices	Responses	
Very Likely	43.25%	637
Somewhat Likely	23.15%	341
Neutral	13.58%	200
Somewhat Unlikely	7.94%	117
Very Unlikely	12.08%	178
Total		1,473

66.4% were likely to support a tourism focused system.

National Citizen Survey

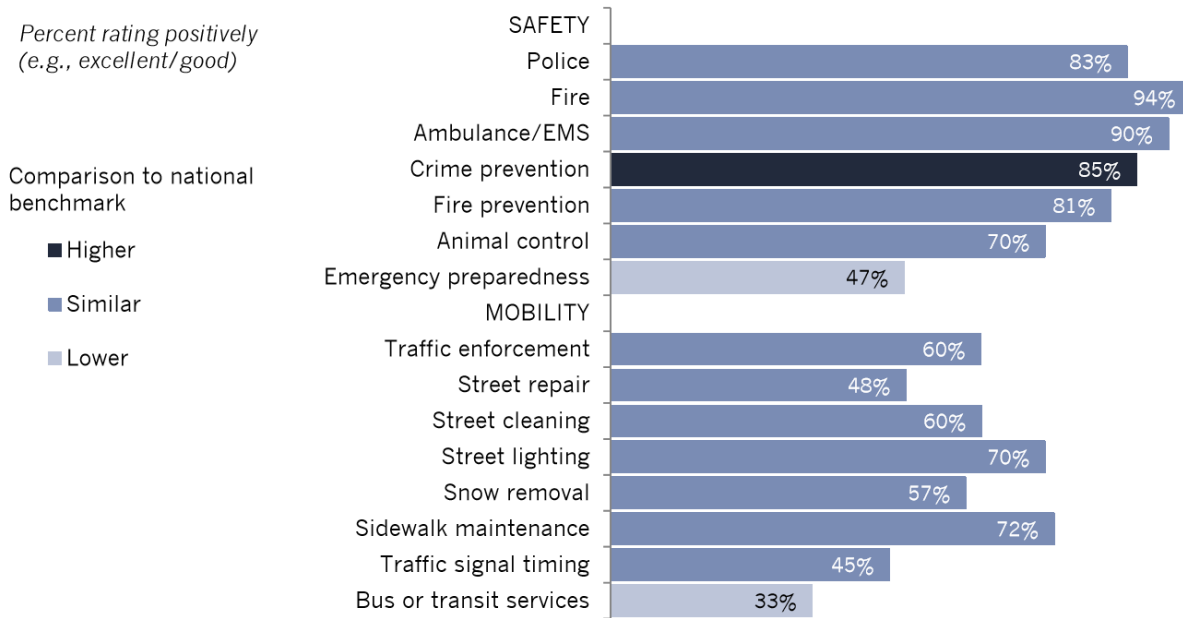
Several standard transit related questions were included in the National Citizen Survey conducted in 2017.

Figure 1: Aspects of Community Characteristics



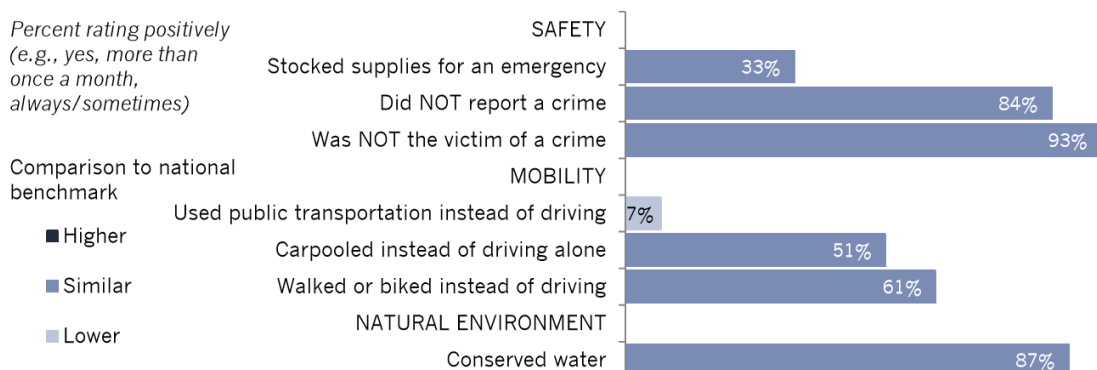
Sedona rates lower than other benchmark communities in travel by public transportation. Only 13 percent of residents rated travel by public transportation as excellent or good.

Figure 2: Aspects of Governance



Respondents, again, rate Sedona lower than most communities in the provision of bus or transit services. Only 33 percent of residents rate those services as excellent or good. It also ranked lowest amongst all aspects of governance surveyed.

Figure 3: Aspects of Participation



Few Sedona residents report regularly using public transportation instead of driving (7%). Public transportation was by far the lowest reported means of mobility in Sedona.

Transit Master Plan

As part of the transit implementation planning there were numerous means of soliciting input about a new public transportation system, including in-person interviews with local stakeholders, a Chamber of Commerce visitor survey, a Chamber online business survey, visitor focused intercept interviews, and an online resident survey.

Key findings, focusing primarily on resident survey results, include (a full public outreach summary can be found in Chapter D of the Sedona Area Implementation Plan):

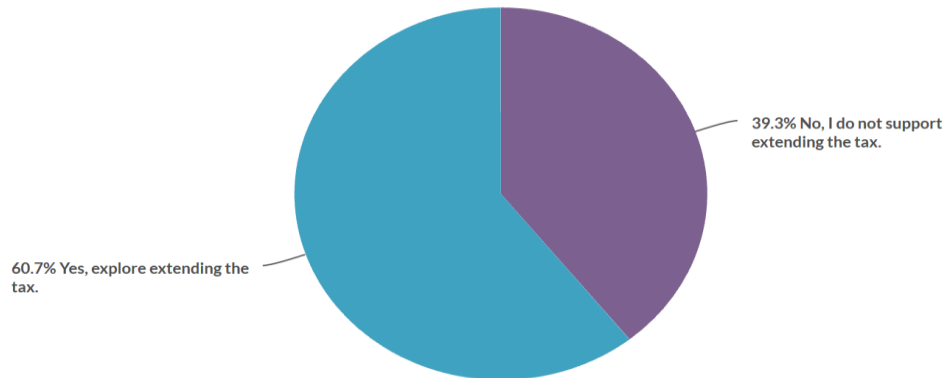
- There is a strong consensus that “something” needs to be done to address Sedona’s growing traffic congestion, reduce parking congestion at trailheads, improve the visitor experience, and provide employee transportation.

- While most residents acknowledged that it would be difficult to get people out of their cars for day to day activities, they thought that residents should have an option to use local transportation.
- The majority of resident respondents (60 percent) are full-time Sedona residents and have been for more than five years.
- The majority of residents believe there is a need for a local public transportation within Sedona (80 percent), between Sedona and Oak Creek Canyon (74 percent), and between Sedona and the Village of Oak Creek (83 percent).
- The majority of resident respondents (53 percent) indicated that they would be somewhat likely or very likely to use a public transit service for some trips within Sedona. 26 percent reported they would not be very likely to use a public transit service for some trips within Sedona.
- The majority of respondents (59 percent) indicated that they would be somewhat likely or very likely to use a public transit service for trips to trailheads or recreation areas in Oak Creek Canyon.
- The majority of respondents (55 percent) indicated that they would be somewhat likely or very likely to use a public transit service for trips to trailheads or recreation areas outside of Oak Creek Canyon. 27 percent indicated it would not be very likely that they would use a public transit service for trips to trailheads or recreation areas outside of Oak Creek Canyon.
- The majority of respondents (57 percent) indicated that they would be somewhat likely or very likely to use a public transit service for trips between Sedona and the Village of Oak Creek.
- The majority of respondents (59 percent) indicated that reducing traffic and congestion is the most important benefit for the transit system to deliver.
- The majority of respondents (45 percent) indicated that having transit service that runs every 15 to 20 minutes is the most important factor for making the transit system attractive to residents and visitors followed by park and ride lots where riders can leave their cars (34 percent).

FY2021 Budget Survey

In the most recent budget survey, transit was the subject of the following questions:

1. Transit The voter-approved Community Plan calls for transit to reduce cars on the road and expand mobility. Added benefits include moving workforce and visitors to their destinations and reducing emissions. According to the recently developed transit implementation plan, transit is going to cost the City approximately \$4 - \$5 million per year in operations and debt payments. The question at hand Would you be willing to pay for transit by extending the existing half-cent transportation sales tax beyond 2028 when the current tax is set to expire?




Value	Percent	Responses
No, I do not support extending the tax.	39.3%	191
Yes, explore extending the tax.	60.7%	295

Totals: 486

60.7% of respondents supported extending the transportation sales tax to support transit.

4. Priority Ranking Resources are limited. Please rank the topics in order of importance to fund:

Item	Overall Rank	Rank Distribution	Score	No. of Rankings
Transit	1		877	415
Walking and Biking Improvements	2		832	422
Housing Diversification and Affordability	3		813	412



 Lowest Rank Highest Rank

Transit ranked highest amongst the high dollar projects. These ranks are tallied by a score: #1 is three points, #2 is two points, and #3 is one point.

Local Funding Options

During the March 11th work session, staff presented the financial plan for transit with local funding options and sought to obtain direction regarding those options. By majority consensus, Council agreed that transit should be funded by a dedicated source and directed staff to conduct a survey to determine if the ½ cent transportation tax should be extended to fund transit. Although a separate transit survey was not conducted to ask this question, the FY21 budget survey did ask that question specifically. Of almost 500 respondents, over 60% supported extension of the tax for transit.

As a reminder, the complete financial plan provided on March 11th is included as Exhibit A. The link to the complete March 11th packet can be found [here](#).

Community Plan Consistent: Yes - No - Not Applicable

The Circulation Chapter of the Community Plan (page 57) cites goals including reducing dependency on single-occupancy vehicles, providing for safe and smooth traffic flow, coordinating land use and transportation planning and systems, and making the most efficient use of the circulation system for long-term community benefit.

Some additional consistencies with Community Plan goals include:

- Environmental Stewardship: Transit will help conserve natural resources associated with wasteful vehicle operations due to congested travel time.
- Improved Traffic Flow: The project may reduce congestion and travel times and improve vehicle and pedestrian safety.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: for discussion and possible direction only.

Table M-5 Sedona Transit Ten-Year Financial Plan (constant dollars)										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
EXPENSES										
Operation										
Pre-startup administrative costs (staff, OH, misc.)*	\$168,000	\$168,000	\$168,000							
Environmental Analysis and approvals	\$100,000	\$300,000	\$100,000							
Phase 1										
Fixed Route from West Sedona to Transit Hub				\$883,000	\$883,000	\$883,000	\$883,000	\$883,000	\$883,000	\$883,000
Fixed Route from VOC to Transit Hub				\$1,289,000	\$1,289,000	\$1,289,000	\$1,289,000	\$1,289,000	\$1,289,000	\$1,289,000
Fixed Route between Uptown and Transit Hub				\$847,000	\$847,000	\$847,000	\$847,000	\$847,000	\$847,000	\$847,000
Complementary ADA Paratransit				\$512,000	\$512,000	\$512,000	\$512,000	\$512,000	\$512,000	\$512,000
Initial Trailhead Shuttles				\$636,000	\$636,000	\$636,000	\$636,000	\$636,000	\$636,000	\$636,000
Phase 2										
Additional Trailhead Shuttles						\$725,000	\$725,000	\$725,000	\$725,000	\$725,000
Phase 3										
OCC Route							\$1,192,000	\$1,192,000	\$1,192,000	\$1,192,000
Phase 4										
Slide Rock Shuttle									\$640,000	\$640,000
Operation Subtotal	\$268,000	\$468,000	\$268,000	\$4,167,000	\$4,167,000	\$4,892,000	\$6,084,000	\$6,084,000	\$6,724,000	\$6,724,000
Capital										
Phase 1										
Battery electric buses for core routes (15 buses)			\$7,500,000	\$7,500,000						
Vehicles for paratransit			\$100,000	\$170,000						
Vehicles for trailhead routes			\$200,000	\$250,000						
Operations & maintenance facility	\$200,000	\$2,000,000	\$10,000,000	\$2,800,000						
Transit hub		\$100,000	\$1,000,000	\$1,400,000						
Transit technology			\$25,000	\$50,000						
Bus stop improvements (VOC/179 only)			\$50,000	\$100,000	\$50,000					
Phase 2										
Vehicles for trailhead routes					\$100,000	\$170,000				
Phase 3										
Vehicles for OCC route						\$1,500,000	\$1,000,000			
VOC intercept parking lot					\$100,000	\$500,000	\$3,200,000			
Oak Creek Vista parking lot improvements					\$50,000	\$200,000	\$500,000			
Phase 4										
Vehicles for Slide Rock route						\$1,000,000	\$2,000,000	\$6,000,000		
VOC intercept parking lot						\$100,000	\$500,000	\$3,900,000		
Capital Subtotal	\$200,000	\$2,100,000	\$18,875,000	\$12,270,000	\$300,000	\$3,470,000	\$7,200,000	\$9,900,000	\$0	\$0
TOTAL EXPENSES	\$468,000	\$2,568,000	\$19,143,000	\$16,437,000	\$4,467,000	\$8,362,000	\$13,284,000	\$15,984,000	\$6,724,000	\$6,724,000
REVENUES										
Operation										
FTA 5311 Operational Grant Funding ^A				\$775,000	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000
Federal Land Access Program (FLAP)**						\$238,400	\$238,400	\$238,400	\$238,400	\$238,400
Yavapai County (apportioned VOC route = 1/3 of route miles)				\$386,313	\$386,313	\$386,313	\$386,313	\$386,313	\$386,313	\$386,313
Coconino County (apportioned OCC route = 2/3 of route miles)						\$298,000	\$298,000	\$298,000	\$298,000	\$298,000
City of Sedona (inclusive of all possible taxation sources)	\$268,000	\$468,000	\$268,000	\$2,637,687	\$2,627,687	\$2,980,187	\$3,009,787	\$2,999,787	\$2,989,787	\$2,989,787
Partner Participation				\$25,000	\$30,000	\$30,000	\$50,000	\$50,000	\$50,000	\$50,000
Advertising				\$25,000	\$30,000	\$40,000	\$50,000	\$60,000	\$70,000	\$70,000
Passenger Fares ^{AA}				\$318,000	\$318,000	\$680,500	\$1,276,500	\$1,276,500	\$1,916,500	\$1,916,500
Operation Subtotal	\$268,000	\$468,000	\$268,000	\$4,167,000	\$4,167,000	\$4,892,000	\$6,084,000	\$6,084,000	\$6,724,000	\$6,724,000
Capital										
FTA/ADOT 5311 Capital Grant Funding***			\$60,000	\$120,000	\$40,000					
FTA 5339 Capital Grant Funding ^{AAA}	\$100,000	\$1,050,000	\$5,740,000	\$2,436,000	\$130,000	\$1,586,000	\$2,400,000			
FTA 5339c Low or No Emissions Vehicles			\$6,000,000	\$6,000,000						
Coconino County						\$150,000	\$100,000			
Yavapai County			\$225,000	\$225,000						
Sedona Local Funds and Match	\$100,000	\$1,050,000	\$6,850,000	\$3,489,000	\$80,000	\$434,000	\$1,700,000			
Federal Land Access Program (100% of Oak Creek Vista prkg)					\$50,000	\$200,000	\$500,000			
AZ State Parks (100% of Slide Rock buses and intercept lot)						\$1,100,000	\$2,500,000	\$9,900,000		
Capital Subtotal	\$200,000	\$2,100,000	\$18,875,000	\$12,270,000	\$300,000	\$3,470,000	\$7,200,000	\$9,900,000	\$0	\$0
TOTAL REVENUES	\$468,000	\$2,568,000	\$19,143,000	\$16,437,000	\$4,467,000	\$8,362,000	\$13,284,000	\$15,984,000	\$6,724,000	\$6,724,000

* After Year 3, administrative costs are included in route operation costs.
^A Due to competitive Arizona 5311 funding, only 10% federal share was estimated for core Sedona-VOC route operations only.
^{**} Assume FLAP would fund 20% of OCC operating costs
^{AA} Farebox recovery of 50% of Trailhead shuttles, 50% of OCC route, and 100% of Slide Rock route
^{***} Assume 5311 would pay 80% of transit technology and VOC/179 bus stop improvements
^{AAA} Assume 5339 would pay 80% of all vehicle costs, 50% of ops/maint facility, 50% of transit hub, and 50% of OCC route intercept lot in VOC
Note: Capital costs do not include property acquisition, site improvements, or roadway infrastructure.
Source: LSC, 2019.



**CITY COUNCIL
AGENDA BILL**

**AB 2571
August 11, 2020
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response.

Department	City Manager
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	March 24, 2020, April 14, 2020, April 28, 2020, May 12, 2020, May 26, 2020, June 9, 2020, June 23, 2020, July 14, 2020, July 28, 2020
Exhibits	None

City Attorney Approval	Reviewed 8/3/20 RLP	Expenditure Required	
		\$	0
City Manager's Recommendation	For discussion and possible direction only.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: This item was added to ensure opportunity to discuss the latest updates with the COVID-19 pandemic and the City's response.

The City continues regular communication with state and county health departments, hospitals, other healthcare providers, emergency responders, emergency managers, and policy experts.

City staff continues to evaluate how the economic slowdown will impact City finances. Staff will be prepared to discuss the latest data and forecasts for declining revenue.

During the meeting staff will present up to date information on COVID-19 related data, regulatory changes and news on city finances.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.