

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, MARCH 9, 2021

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:

- **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 COVID-19, SEATING FOR THE PUBLIC WITHIN THE COUNCIL CHAMBERS IS ARRANGED IN COMPLIANCE WITH CDC GUIDELINES FOR PHYSICAL DISTANCING AND IS VERY LIMITED. 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. **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.** 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 - February 23, 2021 City Council Regular Meeting.
- b. Minutes - February 24, 2021 City Council Special Meeting.
- c. Approval of Proclamation, National Vietnam Veterans Day, March 29, 2021.
- d. AB 2657 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Szechuan Restaurant located at 1350 W HWY 89A, #21, Sedona, AZ (File# 138374).
- e. AB 2658 Approval of Final Plat Amendment for Lots 4, 5, and Tract C of Hillside Vista Estates, PZ21-00001 (SUB).
- f. AB 2659 Approval of appointment of Karen Osburn as City Manager and of the employment agreement.

4. APPOINTMENTS - None.

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

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- a. Presentation of Prop 202 Funds by the Yavapai-Apache Nation.
- b. Presentation of Proclamation, National Vietnam Veterans Day, March 29, 2021.

8. REGULAR BUSINESS

- a. AB 2653 **Discussion/possible action** regarding approval of a minor plat amendment for the AAA Industrial Park Subdivision and approval of award of a construction contract for the Shelby Drive Roadway Improvements Project with Eagle Mountain Construction, Inc. in the approximate amount of \$1,839,300.
- b. AB 2646 **Discussion/direction/possible action** regarding proposed State legislation and its potential impact on the City of Sedona.
- c. AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response.
- d. **Reports/discussion** regarding Council assignments.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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



Page 2, City Council Meeting Agenda Continued

e. **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: 03/04/2021

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.

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, February 23, 2021, 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 Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager/Director of Community Development Karen Osburn, City Attorney Kurt Christianson, Public Works Director/City Engineer Andy Dickey, Engineering Supervisor Stephen Craver, City Clerk Susan Irvine.

2. City's Vision

Mayor Moriarty read the City's Vision.

3. Consent Items

- a. **Minutes - February 3 & 4, 2021 City Council Special Meeting - Council Retreat.**
- b. **Minutes - February 9, 2021 City Council Regular Meeting.**
- c. **Approval of Proclamation, COVID-19 Victims and Survivors Memorial Day, March 1, 2021.**
- d. **AB 2640 Approval of a recommendation regarding a new Series 11 Hotel/Motel Liquor License for Poco Diablo Resort located at 1752 S Hwy 179, Sedona, AZ 86336 (File #120531).**
- e. **AB 2655 Approval of a Settlement Agreement in the amount of \$125,000 with the owner of 73 Sunrise Avenue for acquisition of a slope easement in relation to the construction of Owenby Way.**

Motion: Vice Mayor Jablow moved to approve consent items 3a, 3b, 3c, 3d, and 3e. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Williamson) and zero (0) opposed.

4. Appointments – None.

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

Vice Mayor Jablow recognized that February 22nd would have been the 144th birthday of Sedona Schnebly, the City's namesake.

6. Public Forum – None.

7. Proclamations, Recognitions, and Awards

- a. **Presentation of Prop 202 Funds by the Yavapai-Apache Nation to the City of Sedona.**

The Chairman of the Yavapai-Apache Nation was unable to attend, and this item was

delayed until a future meeting.

- b. Presentation of Proclamation, COVID-19 Victims and Survivors Memorial Day, March 1, 2021.**

Mayor Moriarty read the Proclamation.

8. Regular Business

- a. AB 2654 Discussion/possible action regarding a request from the Sedona Chamber of Commerce and Tourism Bureau to repurpose unspent funds to support the Trail Keepers program.**

Presentation by Justin Clifton and Candace Carr Strauss, President and CEO of the Sedona Chamber of Commerce and Tourism Bureau.

Questions from Council.

Motion: Councilor Ploog moved to approve repurposing \$50,000 in funds in the FY21 Chamber of Commerce and Tourism Bureau budget and workplan from destination marketing to the Trail Keeper program. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Williamson) and zero (0) opposed.

- b. AB 2656 Discussion/possible direction regarding the process to fill the City Council vacancy created by the resignation of Councilor Bill Chisholm.**

Presentation by Justin Clifton.

Questions and comments from Council.

By majority consensus, Council agreed that the interviews should take place in open session with the discussion and deliberations in executive session. An executive session will be held on March 9th to review applications. Council concurred that they did not want to set criteria for applicants in advance, other than the statutory requirements for eligibility.

- c. AB 2646 Discussion/possible action regarding proposed State legislation and its potential impact on the City of Sedona.**

Presentation by Kurt Christianson and Justin Clifton.

Questions and comments from Council.

By majority consensus, Council directed staff to register support for HB 2562 and opposition to the following: SB 1409, HB 2716, HB 2804, SB 1121, and SB 1687.

- d. 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.

- e. Reports/discussion regarding Council assignments**

Councilor Kinsella advised that the PSPRS met this morning to process departing and incoming officers. The PSPRS Selection Committee will meet on Monday to interview applicants to fill a vacancy on the board.

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

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

9. Executive Session

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

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

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 5:52 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on February 23, 2021.

Susan L. Irvine, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, February 24, 2021, 3:00 p.m.**

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

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

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager/Director of Community Development Karen Osburn, City Attorney Kurt Christianson, Transit Administrator Robert Weber, Director of Public Works Andy Dickey, Engineering Supervisor Stephen Craver, Associate Engineer Bob Welch, Sustainability Coordinator McKenzie Jones, Deputy City Clerk Cherise Fullbright.

3. Special Business

a. AB 2378 Discussion/possible action regarding the Sedona in Motion transportation program including consideration of a contract amendment to the professional services contract with WSP USA Inc in the amount of \$111,113 for the SR 179 Pedestrian Crossing at Tlaquepaque Project.

Karen Osburn introduced the City's new Transit Administrator, Robert Weber, who spoke about his experience with transit.

Presentation by Stephen Craver, Andy Dickey, Bob Welch, McKenzie Jones, Karen Osburn, and Justin Clifton.

Questions and comments from Council.

By majority consensus, Council agreed that staff should proceed with collecting additional data concerning northbound congestion in the Uptown area and pursue bronze level Parksmart Certification for the Uptown Sedona Parking Garage.

Motion: Councilor Kinsella moved to approve a contract amendment to the professional services contract with WSP USA Inc in the amount of \$111,113 for the SR 179 Pedestrian Crossing at Tlaquepaque Project. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Williamson) and zero (0) opposed.

b. Discussion/possible action regarding future meetings/agenda items.

4. Executive Session

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

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

No Executive Session was held.

5. Adjournment

Mayor Moriarty adjourned the meeting at 4:57 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on February 24, 2021.

Cherise Fullbright, Deputy City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	John Martinez
Contact Phone Number	(928) 639-2693
Contact Mailing Address	305 Calle Del Norte, Sedona, AZ 86336
Contact Email Address	sedona42@esedona.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Individual Vietnam Veterans
Website Address (if applicable)	
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Vice Mayor Scott Jablow Mayor Moriarty
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	March 29, 2021
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.	Ed Uzumekis

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

Welcome Home Vietnam Veterans Day Celebration

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?

As Vietnam Veterans began returning home after their service in the war, a county that failed to differentiate between the war and the troops who served greeted them.

<https://www.ncsl.org/research/military-and-veterans-affairs/vietnam-veterans-day-legislation-and-statutes.aspx#:~:text=The%20Vietnam%20War%20Veterans%20Recognition,or%2030%20of%20each%20year.> "Vietnam Veterans Day commemorates the sacrifices of Vietnam veterans and their families and is part of a national effort to recognize the men and women who were denied a proper welcome upon returning home more than 40 years ago.

The Vietnam War Veterans Recognition Act, signed into law in 2017, designates March 29 of each year as National Vietnam War Veterans Day.

Most states celebrate "Welcome Home Vietnam Veterans Day" on March 29 or 30 of each year. Though there is some debate, March 29 is generally viewed as a more appropriate date. On that day in 1973, the last combat troops were withdrawn from Vietnam and the last prisoners of war held in North Vietnam arrived on American soil. It is also the date President Nixon chose for the first Vietnam Veterans Day in 1974."

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
NATIONAL VIETNAM WAR VETERANS DAY,
March 29, 2021**

WHEREAS, the Vietnam War was fought in the Republic of South Vietnam from 1961 to 1975 and involved North Vietnamese regular forces and Viet Cong guerrilla forces in armed conflict with the United States Armed Forces and the Army of the Republic of Vietnam; and

WHEREAS, the United States Armed Forces became involved in Vietnam because the United States Government wanted to provide direct military support to the Government of South Vietnam to defend itself against the growing Communist threat from North Vietnam; and

WHEREAS, members of the United States Armed Forces began serving in an advisory role to the Government of the Republic of South Vietnam in 1961; and

WHEREAS, as a result of the Gulf of Tonkin incidents on August 2 and 4, 1963, Congress overwhelmingly passed the Gulf of Tonkin Resolution (Public Law 88-408) on August 7, 1964 which provided the authority to the President of the United States to prosecute the war against North Vietnam; and

WHEREAS, in 1965, United States Armed Forces ground combat units arrived in Vietnam, and, by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached; and

WHEREAS, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded, and in 1982, the Vietnam Veterans Memorial was dedicated in the District of Columbia to commemorate those members of the United States Armed Forces who died or were declared missing-in-action in Vietnam; and

WHEREAS, the Vietnam conflict was an extremely divisive issue among the people of the United States that caused a generation of veterans to wait too long for the United States public to acknowledge and honor the efforts and services of such veterans; and

WHEREAS, members of the United States Armed Forces who served bravely and faithfully for the United States during the Vietnam War were often wrongly criticized for the policy decisions made by four presidential administrations in the United States; and

WHEREAS, the establishment of a 'National Vietnam War Veterans Day' would be an appropriate way to honor those members of the United States Armed Forces who served in South Vietnam and throughout Southeast Asia during the Vietnam War.

NOW THEREFORE I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim March 29, 2021 as "National Vietnam War Veterans Day" in the City of Sedona.

Issued this 9th day of March, 2021.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2657
March 9, 2021
Consent Items**

Agenda Item: 3d

Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Szechuan Restaurant located at 1350 W HWY 89A, #21, Sedona, AZ (File# 138374).

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Liquor License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 3/1/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	Recommend approval of a Series 12 Liquor License for Szechuan Restaurant.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an application for a Series 12 Restaurant Liquor License for Szechuan Restaurant located at 1350 W HWY 89A, #21, Sedona, AZ (File #138374). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Community Development, Finance, the City Clerk's Office, the Sedona Police Department, and Sedona Fire District have conducted a review of the application. No objections regarding its approval were noted.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Szechuan Restaurant located at 1350 W HWY 89A, #21, Sedona, AZ (File #138374). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Szechuan Restaurant located at 1350 W HWY 89A, #21, Sedona, AZ (File #138374).



**CITY COUNCIL
AGENDA BILL**

**AB 2658
March 9, 2021
Consent Items**

Agenda Item: 3e
Proposed Action & Subject: Approval of Final Plat Amendment for Lots 4, 5, and Tract C of Hillside Vista Estates, PZ21-00001 (SUB).

Department	Community Development
Time to Present	N/A
Total Time for Item	
Other Council Meetings	January 8, 2019 (Preliminary Plat), September 10, 2019 (Final Plat)
Exhibits	A. Letter of Intent B. Final Plat Amendment

City Attorney Approval	Reviewed 3/1/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	Approve a final plat amendment for Hillside Vista Estates.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Hillside Vista Estates is a thirty (30) unit residential subdivision located on the west of Bristlecone Pines Road and is zoned RS-35 (Single-Family Residential).

The original subdivision was submitted in 2018, with City Council approving the Preliminary Plat on January 8, 2019 and the Final Plat on September 10, 2019. The Final Plat was recorded with Yavapai County on September 1, 2020 and permits to begin constructing the roadway, common driveways, and drainage improvements were issued on September 23, 2020.

During construction, a natural rock outcropping was discovered along the common property line of Lots 4 and 5 that the property owner wishes to save. If the common driveway is constructed according to the approved plat, this rock outcropping would be destroyed. Therefore, the property owner has submitted a plat amendment to do the following:

- Remove the shared driveway to Lots 4 and 5 and provide a separate driveway to each lot
- Add a non-buildable area to the plat to ensure the rock outcropping is protected
- Adjust the lot line between Lot 5 and Tract C for the new driveway to Lot 5

- Amend the platted non-vehicular access easements along the frontages of Lots 4 and 5 to allow for the new driveways

All of the amended lots meet minimum zoning requirements. The original plat included shared driveways due to a City-designated floodplain through this area. However, due to the configuration of the floodplain in this area, the shared driveway would have required two crossings of the wash. With the amendment, each driveway will cross the wash once, so there is no increase in the number of crossings of the wash.

Public Works/Engineering Staff have reviewed the amended Final Plat and determined that it meets all City requirements, including grading and drainage requirements.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve the Final Plat Amendment for Lot 4, 5, and Tract C of Hillside Vista Estates, PZ21-00001 (SUB).

Letter of Intent

Hillside Vista Estates – Lots 4, 5 and Tract C Plat Amendment

Hillside Vista Estates is a 30 lot project in West Sedona currently being developed under its existing zoning. The site is located off Bristlecone Pines Road in and is bound by Forest Service on the west with residential property surrounding the remaining sides.

Views from this property are unprecedented. The property also has several natural land formations that were preserved during the platting process. Lots 4 and 5 were proposed to be accessed via a shared driveway located on Lot 4. However, this driveway if constructed in accordance with the recorded plat would destroy a hidden natural rock outcropping that was discovered during construction. This unique natural feature becomes a water fall when the wash above flows, and the developer would like to preserve it.

In order to preserve the beauty of the rock outcroppings the common driveway would need to be relocated and two separate driveways constructed, one for Lot 4 and one for Lot 5. The individual driveways would be separated by the rock outcroppings to be preserved.

This application is to revise the final plat for Hillside Vista Estates through a plat amendment of Lots 4, 5 and Tract C. Tract C would need to be included as a lot line adjustment with Lot 5. The purpose of this application is to preserve the natural land features as described above. Each driveway will have its own easement per the proposed driveway plans prepared by Shephard – Wesnitzer, Inc. documented on the plat amendment with the rock outcropping area designated on the plat as “No Build Zone”.

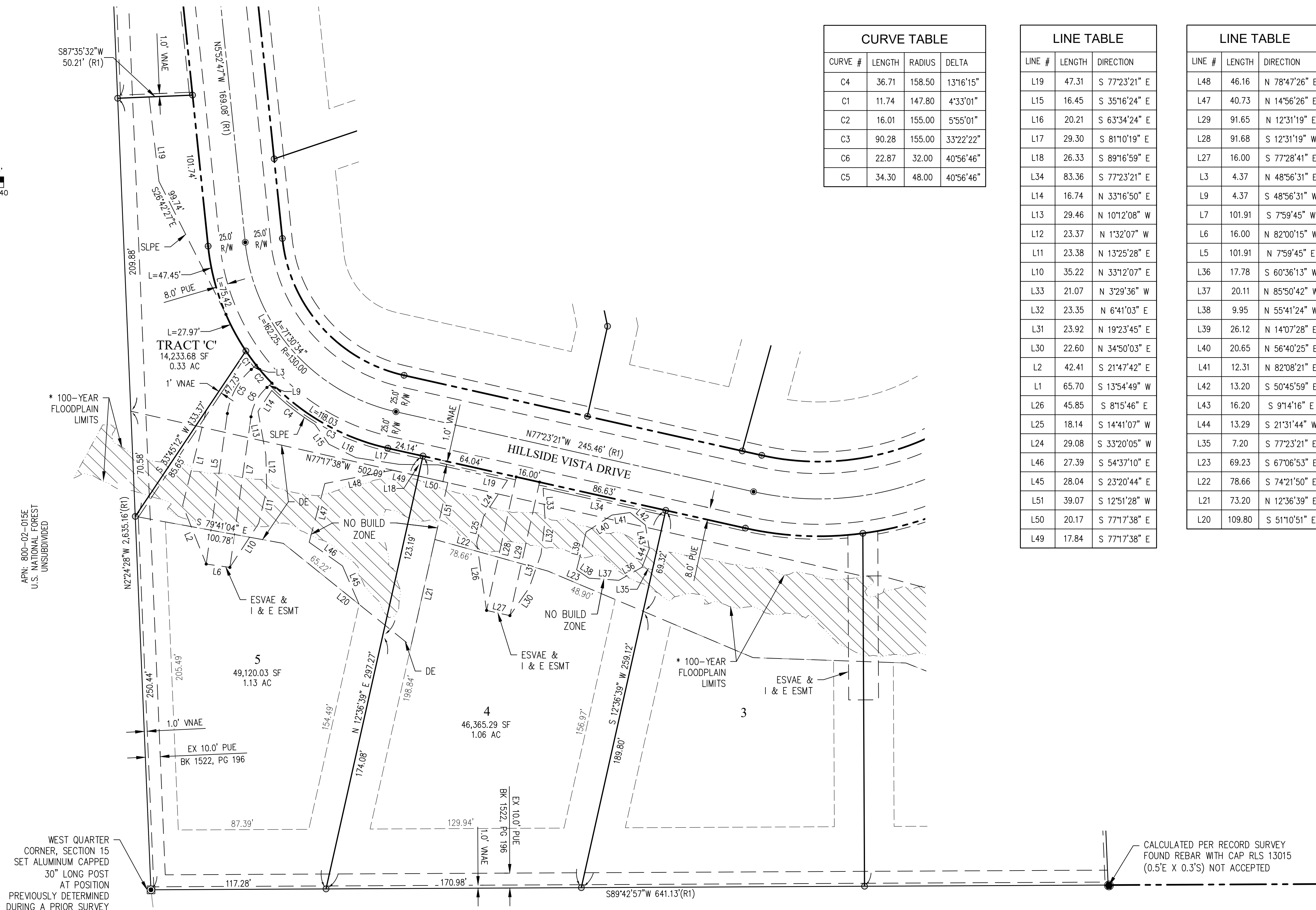
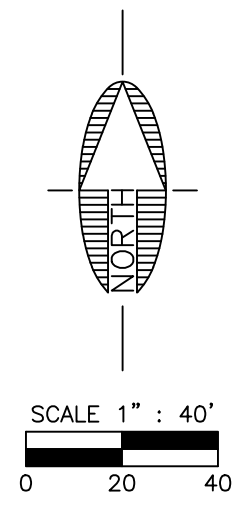
This request complies with the City’s vision of preserving as much as possible of the natural topographic features that exist in the City of Sedona.

Sincerely,



Mark Weinberg
Senior Vice President
Diamond Ventures, Inc.

Attachments: Application
 Final Plat Amendment
 Driveway Plans Lots 4 and 5



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	36.71	158.50	13°16'15"
C1	11.74	147.80	4°33'01"
C2	16.01	155.00	5°55'01"
C3	90.28	155.00	33°22'22"
C6	22.87	32.00	40°56'46"
C5	34.30	48.00	40°56'46"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L19	47.31	S 77°23'21" E
L15	16.45	S 35°16'24" E
L16	20.21	S 63°34'24" E
L17	29.30	S 81°10'19" E
L18	26.33	S 89°16'59" E
L34	83.36	S 77°23'21" E
L14	16.74	N 33°16'50" E
L13	29.46	N 10°12'08" W
L12	23.37	N 1°32'07" W
L11	23.38	N 13°25'28" E
L10	35.22	N 33°12'07" E
L33	21.07	N 3°29'36" W
L32	23.35	N 6°41'03" E
L31	23.92	N 19°23'45" E
L30	22.60	N 34°50'03" E
L2	42.41	S 21°47'42" E
L1	65.70	S 13°54'49" W
L26	45.85	S 8°15'46" E
L25	18.14	S 14°41'07" W
L24	29.08	S 33°20'05" W
L46	27.39	S 54°37'10" E
L45	28.04	S 23°20'44" E
L51	39.07	S 12°51'28" W
L50	20.17	S 77°17'38" E
L49	17.84	S 77°17'38" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L48	46.16	N 78°47'26" E
L47	40.73	N 14°56'26" E
L29	91.65	N 12°31'19" E
L28	91.68	S 12°31'19" W
L27	16.00	S 77°28'41" E
L3	4.37	N 48°56'31" E
L9	4.37	S 48°56'31" W
L6	16.00	N 82°00'15" W
L5	101.91	N 7°59'45" E
L36	17.78	S 60°36'13" W
L37	20.11	N 85°50'42" W
L38	9.95	N 55°41'24" W
L39	26.12	N 14°07'28" E
L40	20.65	N 56°40'25" E
L41	12.31	N 82°08'21" E
L42	13.20	S 50°45'59" E
L43	16.20	S 9°14'16" E
L44	13.29	S 21°31'44" W
L35	7.20	S 77°23'21" E
L23	69.23	S 67°06'53" E
L22	78.66	S 74°21'50" E
L21	73.20	N 12°36'39" E
L20	109.80	S 51°10'51" E

- LEGEND**
- SITE BOUNDARY
 - RIGHT-OF-WAY
 - LOT LINE
 - CENTERLINE
 - ADJACENT PROPERTY
 - SEDONA FLOOD HAZARD LINE
 - EASEMENT
 - BUILDING SETBACKS
 - SET CENTERLINE MONUMENT PER M.A.G. STD DETAIL 120, TYPE 'A'
 - ⊗ SET SECTION MONUMENT, AS NOTED
 - FOUND REBAR OR MONUMENT, AS NOTED
 - REBAR WITH CAP, TO BE SET BY RLS 3740
 - APN ASSESSOR PARCEL NUMBER
 - BK BOOK
 - C CALCULATED
 - CPS COTTON PICKER SPINDLE
 - DE DRAINAGE EASEMENT
 - ESVAE EMERGENCY SERVICES VEHICLE ACCESS EASEMENT
 - EX EXISTING
 - I&E INGRESS & EGRESS EASEMENT
 - M MEASURED
 - PG PAGE
 - PUE PUBLIC UTILITY EASEMENT
 - R1 FINAL PLAT OF HILLSIDE VISTA ESTATES, RECEPTION NUMBER 2020-0050847, YCR, ARIZONA
 - RLS REGISTERED LAND SURVEYOR
 - R/W RIGHT-OF-WAY
 - SLPE SLOPE EASEMENT
 - VNAE VEHICULAR NON-ACCESS EASEMENT
 - YCR OFFICIAL RECORDERS OF YAVAPAI COUNTY

NOTES:
 ALL NON-BUILDABLE AREAS SHALL REMAIN UNDISTURBED IN THEIR NATURAL CONDITIONS.
 * 100-YEAR FLOODPLAIN LIMITS DEFINED BY DRAINAGE REPORT FOR HILLSIDE VISTA ESTATES, PREPARED BY HOSKIN-RYAN CONSULTANTS, INC. DATED JULY 3, 2019.

WEST QUARTER CORNER, SECTION 15 SET ALUMINUM CAPPED 30" LONG POST AT POSITION PREVIOUSLY DETERMINED DURING A PRIOR SURVEY

CALCULATED PER RECORD SURVEY FOUND REBAR WITH CAP RLS 13015 (0.5"E X 0.3"S) NOT ACCEPTED

APN: 408-11-177S
 SIGNATURE RESORTS, INC.
 BOOK 3598 OF MAPS AND PLATS
 PAGE 772, YCR
 RECORDED: SEPTEMBER, 2, 1998

Contact Arizona 811 at least two full working days before you begin excavation

 Call 811 or click Arizona811.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI
 Shephard Wesnitzer, Inc.
 www.swiaz.com

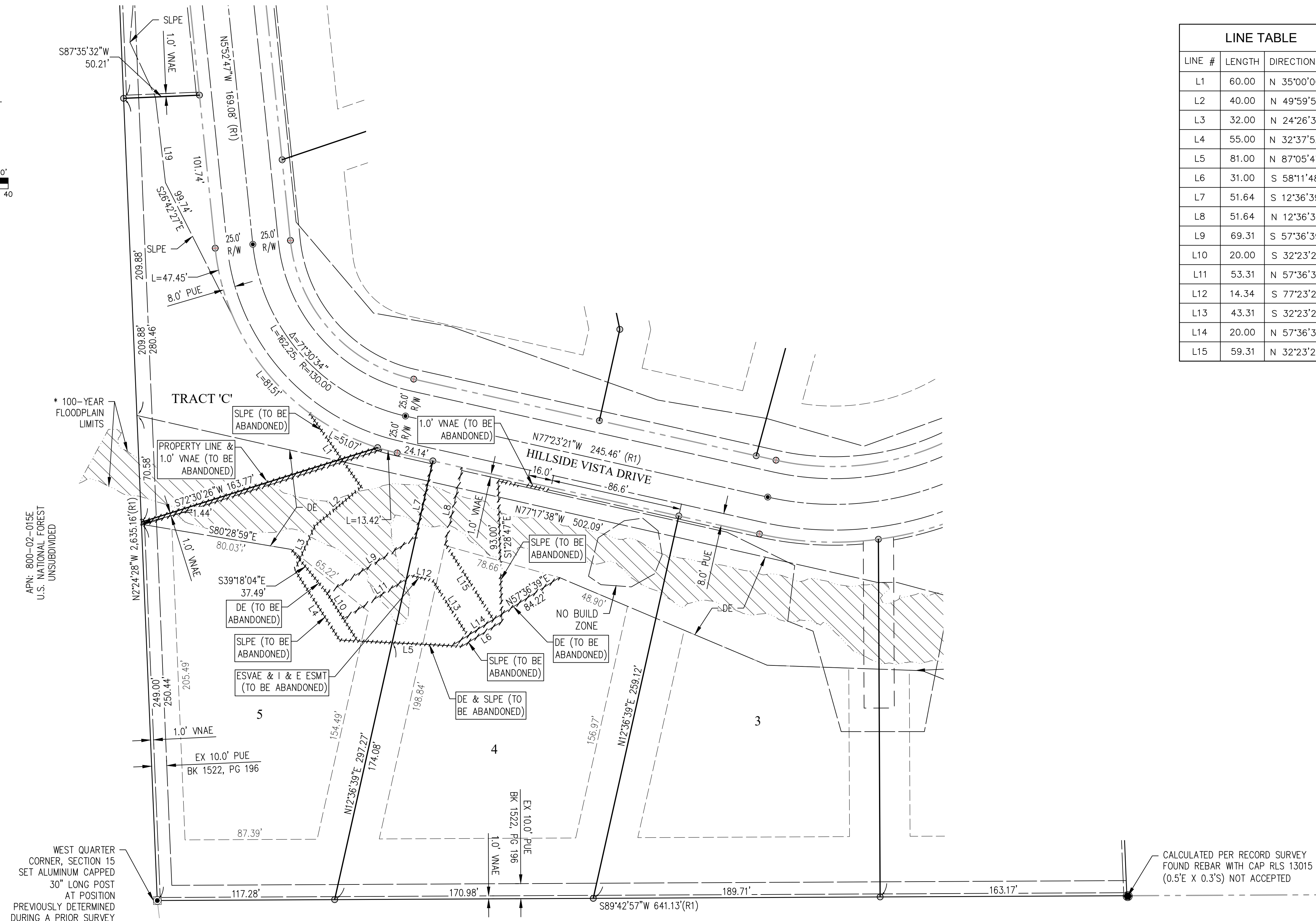
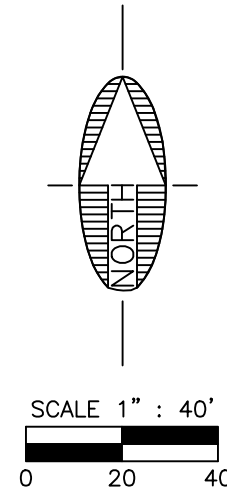
75 Kallof Place
 Sedona, AZ 86336
 928.282.1061
 928.282.2058 fax

JOB NO: 18194
 DATE: FEB 21
 SCALE: AS SHOWN
 DRAWN: MWJ
 DESIGN: AHB
 CHECKED: AMR/AHB

HILLSIDE VISTA ESTATES
 CITY OF SEDONA
 ARIZONA
FINAL PLAT AMENDMENT FOR LOTS 4 & 5 AND TRACT 'C' PLAN

REGISTERED LAND SURVEYOR
 CERTIFICATE FOR
60237
ARON M. REAY
 2/11/21
 Sedona, Arizona, USA
 EXPIRES 9/30/2021

DRAWING NO.
FP2
 SHT NO. OF
 2 3



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	60.00	N 35°00'00" W
L2	40.00	N 49°59'53" E
L3	32.00	N 24°26'35" E
L4	55.00	N 32°37'52" W
L5	81.00	N 87°05'47" W
L6	31.00	S 58°11'48" W
L7	51.64	S 12°36'39" W
L8	51.64	N 12°36'39" E
L9	69.31	S 57°36'39" W
L10	20.00	S 32°23'21" E
L11	53.31	N 57°36'39" E
L12	14.34	S 77°23'21" E
L13	43.31	S 32°23'21" E
L14	20.00	N 57°36'39" E
L15	59.31	N 32°23'21" W

- LEGEND**
- SITE BOUNDARY
 - RIGHT-OF-WAY
 - LOT LINE
 - CENTERLINE
 - ADJACENT PROPERTY
 - SEDONA FLOOD HAZARD LINE
 - EASEMENT
 - BUILDING SETBACKS
 - SET CENTERLINE MONUMENT PER M.A.G. STD DETAIL 120, TYPE 'A'
 - ⊙ SET SECTION MONUMENT, AS NOTED
 - FOUND REBAR OR MONUMENT, AS NOTED
 - REBAR WITH CAP, TO BE SET BY RLS 3740
 - APN ASSESSOR PARCEL NUMBER
 - BK BOOK
 - C CALCULATED
 - CPS COTTON PICKER SPINDLE
 - DE DRAINAGE EASEMENT
 - ESVAE EMERGENCY SERVICES VEHICLE ACCESS EASEMENT
 - EX EXISTING
 - I&E INGRESS & EGRESS EASEMENT
 - M MEASURED
 - PG PAGE
 - PUE PUBLIC UTILITY EASEMENT
 - R1 FINAL PLAT OF HILLSIDE VISTA ESTATES, RECEPTION NUMBER 2020-0050847, YCR, ARIZONA
 - RLS REGISTERED LAND SURVEYOR
 - R/W RIGHT-OF-WAY
 - SLPE SLOPE EASEMENT
 - VNAE VEHICULAR NON-ACCESS EASEMENT
 - YCR OFFICIAL RECORDERS OF YAVAPAI COUNTY
 - TO BE ABANDONED

APN: 408-11-1775
 SIGNATURE RESORTS, INC.
 BOOK 3598 OF MAPS AND PLATS
 PAGE 772, YCR
 RECORDED: SEPTEMBER, 2, 1998

Contact Arizona 811 at least two full working days before you begin excavation

Call 811 or click Arizona811.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY

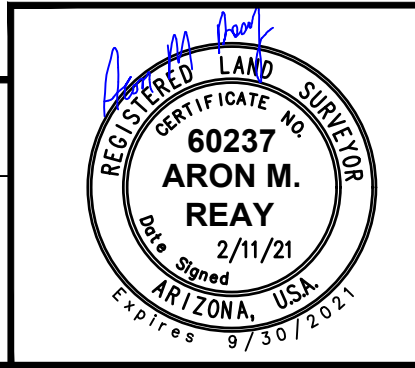


75 Kallouf Place
 Sedona, AZ 86336
 928.282.1061
 928.282.2058 fax
 www.swiaz.com

JOB NO: 18194
 DATE: FEB 21
 SCALE: AS SHOWN
 DRAWN: MWJ
 DESIGN: AHB
 CHECKED: AMR/AHB

HILLSIDE VISTA ESTATES
 CITY OF SEDONA
 ARIZONA

**FINAL PLAT AMENDMENT FOR
 LOTS 4 & 5 AND TRACT 'C'
 ABANDONMENTS**



DRAWING NO.
FP3

SHT NO. OF
 3 3



**CITY COUNCIL
AGENDA BILL**

**AB 2659
March 9, 2021
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Approval of appointment of Karen Osburn as City Manager and of the employment agreement.

Department	City Manager's Office/Human Resources
Time to Present	N/A
Total Time for Item	
Other Council Meetings	January 26, 2021
Exhibits	A. Proposed Employment Agreement

City Attorney Approval	Reviewed 3/1/2021 KWC	Expenditure Required	
		\$	17,870 (FY21 est. increase)
City Manager's Recommendation	Approve the appointment of and employment agreement for Karen Osburn as City Manager.	Amount Budgeted	
		\$	14,470 (FY21 portion)
		Account No. (Description)	10-5220-01-XXXX (Salary & Benefits)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On January 26, 2021, the City Council met to discuss the departure of City Manager Justin Clifton and filling the impending vacancy. Following this meeting, Assistant City Manager/Director of Community Development Karen Osburn was offered the City Manager position. Ms. Osburn accepted the offer of employment, and employment terms have been agreed to between both parties. Her employment as City Manager will begin on March 26, 2021.

Budget:

Adequate budget capacity exists due to vacancy savings that will occur in the budgeted Assistant City Manager position.

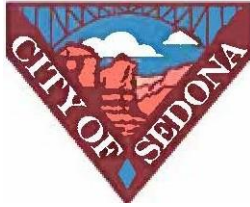
Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the appointment of Karen Osburn as City Manager for the City of Sedona effective March 26, 2021 and authorize execution of the employment agreement, subject to approval by the City Attorney.



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), is made and entered into effective as of the 26th day of March, 2021 ("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 Karen Osburn ("Employee").

RECITALS:

- A. Employee is an individual who has significant, education, training, and experience in local government management and who, as a member of ICMA is subject to the ICMA Code of Ethics; and
- B. Employer desires to employ Employee as, and Employee desires to accept employment as, City Manager of the City of Sedona, Arizona, upon the terms and conditions set forth in this Agreement; and
- C. The City is best served by a City Manager who establishes and maintains a strong partnership with the City Council and the community, and such a partnership is best achieved by the City Manager's involvement in a broad spectrum of community activities and by having a personal stake and interest in the quality of life shared by those who live in the community; and
- D. The City Manager is an integral part of the City's emergency management team and the City Council has developed a heightened awareness of the value of having the City Manager available during the critical hours immediately following catastrophic events; and
- E. The City Council believes, therefore, that it is in the best interest of the community for the City Manager to reside within the geographic boundaries of the City, and recognizing the high cost of housing in the City determines that it is in the City's best interest to provide assistance in securing such housing.

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:

AGREEMENT:

1. Employment. Employer hereby employs Employee as City Manager and Employee hereby accepts such employment from Employer upon the terms and conditions set forth below.
2. Term. This Agreement shall remain in full force and effect from March 26, 2021, until terminated by the Employer or Employee as provided in Section 10 of this Agreement (the "Term").
3. Duties and Authority. Employee agrees to perform the functions and duties of a City

Manager, including those specified in Chapter 2.05 of the City of Sedona City Code, and to perform other proper duties and functions as assigned by City Council. Employee shall faithfully, completely, and accurately carry out and perform her duties in accordance with the highest professional and ethical standards of her profession and shall comply with all ordinances, rules, policies, and regulations established or adopted by Employer from time to time. Employee will remain in the exclusive employ of Employer during the term of this Agreement.

4. Compensation and Other Benefits.

- 4.1 Base Salary: Employer agrees to pay Employee an annual base salary of \$183,000.00 (the "Base Salary"), payable in bi-weekly installments in the same manner that other employees of the Employer are paid.
- 4.2 A portion of Employee's monthly Base Salary, not to exceed ten percent (10%) of Employee's monthly Base Salary, may be paid by Employer into either an education savings fund (529 or similar) or a deferred compensation fund (457 or similar) at the election of Employee as communicated to Employer in lieu of payment in the regular bi-weekly installment.
- 4.3 This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- 4.4 The City Council may 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 based on periodic performance reviews of Employee and an annual salary review made at the same time as similar consideration is given to other employees generally.

5. Health, Disability, and Life Insurance Benefits.

- 5.1 The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and her dependents based upon Employee's selection of a policy package that is available to other city employees.
- 5.2 The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.
- 5.3 The Employee will submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- 5.4 The Employer shall pay the amount of premium due for term life insurance in the amount of \$50,000.00. The Employee shall name the beneficiary of the life insurance policy.

6. Vacation and Sick Leave.

- 6.1 The Employee shall accrue flex time at the accrual rates set forth in Section 503 of the Employee Manual
- 6.2 Employee shall be entitled to 5.2 weeks (208 hours) of annual vacation time which shall accrue at a rate of 8 hours per pay period up to a maximum accrual of 400 hours.
- 6.3 The Employee is entitled to accrue leave in the amounts identified above and, in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all vacation time, flex time, and other benefits accrued up to the date of such termination.

7. Allowances.

- 7.1 Automobile Allowance: The Employee's duties require that she shall have an automobile for City business and such automobile shall be provided by Employee. The Employer agrees to pay the Employee, during the term of this Agreement, \$500.00 per month as a vehicle allowance to be used to purchase, lease, or own and to operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses related to the purchase, maintenance, repair and regular replacement of said vehicle.
- 7.2 Housing Allowance: During the term of this Agreement, should Employee purchase or lease a property within the City of Sedona and use it as Employee's primary residence, Employer agrees to pay to the Employee a housing allowance of \$1,667.00 per month beginning the month after Employee purchases or leases the property within City limits and only for so long as Employee maintains her primary residence within the limits of the City of Sedona. Employee shall be responsible to pay all applicable taxes, insurance and homeowners fees and be responsible at her expense to maintain the property.
- 7.3 Cellphone Allowance: The Employer shall provide Employee with a cell phone allowance of \$100.00 per month, during the term of this Agreement, required for the Employee to perform the job and to maintain communication. Any cell phone purchased with the cell phone allowance shall be considered the Employee's personal property.

8. Retirement. Employee acknowledges that Employer is a member of the Arizona State Retirement System and as such is obligated to contribute to the system on 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.

9. General Business Expenses.

- 9.1 Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. This will include but not be limited to the International City Management Association (ICMA) and the Arizona City Management association (ACMA).
- 9.2 Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.
- 9.3 Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- 9.4 Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general

expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits, subject to review by the Sedona City Council and per established budget guidelines.

- 9.5 The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

10. Termination; Severance.

10.1 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 deliver 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, the Termination Date may be immediately upon receipt of notice or such other Termination date as may be determined by City Council. Termination for "Cause" is defined as those circumstances set forth in the **Sedona Employee Manual, Section 412.B**, as amended from time to time.

10.2 If Employee is terminated pursuant to this Section 10 without "Cause" as defined in Section 10.1 of this Agreement 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; (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.

10.3 If Employee is terminated for Cause as defined by this Section 10.1 of this Agreement or voluntarily resigns her position, then Employer shall have no obligation to pay severance or the sums set forth in this Section 10.2, other than to pay and benefits through the effective Termination Date as provided in Section 10.2(a), above.

10.4 Prior to the delivery of the severance payment provided for in this Section 10.2(b) 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).

- 10.5 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 sixty (60) 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 10.5, 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.
- 10.6 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 her duties under this Agreement, with or without reasonable accommodations. In the event this Agreement shall terminate pursuant to the provisions of this Section 10.6, 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 10.1.
11. Performance Evaluation. Employer shall annually review the performance of the Employee during the anniversary month of her start of employment with the City, subject to a process, form, criteria, and format for the evaluation which shall be determined by the Employer. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Any final written evaluation shall be completed and delivered to the Employee within 30 days of the evaluation meeting.
12. Hours of Work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.
13. Outside Activities. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities not to exceed 10 hours per month, with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this Agreement.
14. Tax Withholding. All amounts of Base Salary, allowances, 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.

15. Indemnification.

15.1 Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

15.2 The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties.

15.3 Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

15.4 Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, Employer may settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

16. Other Terms and Conditions of Employment.

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

16.2 Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other (appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Sedona Employee Manual.

16.3 After an election, Employer is not allowed to take action to terminate Employee

within 90 days of new Council members taking office.

17. General Provisions.

- 17.1 Employer Policies. To the extent not inconsistent with the Agreement, Employee acknowledges and agrees that she 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.
- 17.2 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 her 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.

- 17.8 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.
- 17.9 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.
- 17.10 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.
- 17.11 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.
- 17.12 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.
- 17.13 Recitals. The Recitals made and stated above are hereby incorporated by reference into, and made a part of, this Agreement.
- 17.14 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 Attorney

If to Employee: Karen Osburn

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.

- 17.15 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.
- 17.16 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.
- 17.17 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.
- 17.18 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.
- 17.19 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 her 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.

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 induplicate as of the Effective Date.

CITY OF SEDONA,
an Arizona municipal corporation

EMPLOYEE

Sandra J. Moriarty, Mayor

Karen Osburn

Attest:

Approved as to Form:

Susan L. Irvine, City Clerk

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2653
March 9, 2021
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible action regarding approval of a minor plat amendment for the AAA Industrial Park Subdivision and approval of award of a construction contract for the Shelby Drive Roadway Improvements Project with Eagle Mountain Construction, Inc. in the approximate amount of \$1,839,300.

Department	Public Works
Time to Present	15 minutes
Total Time for Item	45 minutes
Other Council Meetings	September 10, 2019, January 28, 2020
Exhibits	A. Map B. Construction Contract C. Minor Plat Amendment

City Attorney Approval	Reviewed 3/2/21 KWC	Expenditure Required	
		\$	1,839,300
		Amount Budgeted	
		\$	1,900,000
City Manager's Recommendation	Approve a minor plat amendment and contract with Eagle Mountain Construction.	Account No.	22-5320-89-6878
		(Description)	Shelby Drive Roadway Improvements \$1,600,000 FY 21 budget \$300,000 FY 22 new appropriation to be requested
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting approval of a construction contract with Eagle Mountain Construction, Inc., in the amount of \$1,839,300.00, for the Shelby Drive Roadway Improvements Project. The project includes a shared use path on the north side of the roadway, sewer, stormwater, curb/gutter, and new pavement. These improvements will improve walkability, pedestrian and vehicular safety, and foster economic growth. In conjunction with the project, staff is also requesting approval of a minor plat amendment for the AAA Industrial Park Subdivision.

Background:

In 1977, the subdivision plat for the AAA Industrial Park was recorded. The portion of Shelby Drive that passes through the subdivision (approximately 1,500 feet of roadway) was identified by the plat as a 40' private right-of-way. The plat required that each parcel with frontage on Shelby Drive is responsible for 20' to the center of the roadway. As time has passed, roadway maintenance has remained incomplete, and the roadway is currently in poor condition. This is an issue as this roadway serves one of the only industrial portions of Sedona and is a vital area to the community. As this portion of roadway is private, the City has acquired signed plat ratification documents from each individual property owner where new right-of-way is required. The plat amendment that is included for approval indicates the new right-of-way that has been approved by the owners through the signed plat ratification documents. The ratifications and plat amendment will be recorded simultaneously upon approval of the plat amendment.



Shelby Drive looking west



Shelby Drive looking east

The Sunset Live/Work Community Focus Area (CFA) identified the lack of sewer and road infrastructure as a key issue for development and redevelopment, which will be addressed by this project. A goal of the project includes improving safety for pedestrians, bicyclists, and vehicle traffic.

Grant:

The Economic Development Director has secured a \$500,000 grant towards the construction of this project. The grant is a part of the Economic Strength Projects (ESP) Grant Program, and funding is provided through the State of Arizona Highway User Revenue Fund. The deadline for the grant was originally March 2021 but was extended to March 2022 as a result of the COVID-19 pandemic. Construction of the project is expected to begin in April 2021, and take approximately six months to complete, meaning construction will be complete well before the grant expires.

Sewer Improvement:

Sewer infrastructure was included as a part of the economic development grant application for this area. The intent for sewer improvement is to help businesses develop in this area. This is different when compared to other areas of the City that previously had sewer infrastructure extended during initial buildout. In those cases, sewer connection was necessary to ensure the City met the intent of the mandate. For this project, sewer connection is subsidized by the economic development grant so that connection can be made when it is needed for development of properties in this area.

The sewer infrastructure is being built with a short 1' gap between public infrastructure and the private property boundary. This means the wastewater system is considered a Dry Sewer according to Sedona City Code (SCC) § 13.15.090, and parcels are not initially considered to

have sewer availability. According to SCC § 13.15.090.A, each individual property will be required to connect and considered to have sewer availability when they apply for a Wastewater Connection Permit, when new development occurs requiring new sewer facilities, or when a septic system is determined to no longer be in working order.

Although the project was anticipated to include a deferral process, it was determined the system would be more accurately considered a Dry Sewer due to this type of system more accurately accounting for the lack of urgency for individual parcels to connect.

Procurement:

Bids for this project were opened on February 3, 2021. The bid results are below:

BIDDER, (OFFICE LOCATION)	BID AMOUNT
ENGINEER'S ESTIMATE	\$1,644,300.00
KINNEY CONSTRUCTION SERVICES (FLAGSTAFF, AZ)	\$1,672,775.00
STANDARD CONSTRUCTION (AVONDALE, AZ)	\$1,724,951.60
EAGLE MOUNTAIN CONSTRUCTION (FLAGSTAFF, AZ)	\$1,839,300.00
FANN CONTRACTING (PRESCOTT, AZ)	\$1,943,520.50
TIFFANY CONSTRUCTION (SEDONA, AZ)	\$2,016,336.00
J. BANICKI CONSTRUCTION (PHOENIX, AZ)	\$2,092,179.80
COMBS CONSTRUCTION (PHOENIX, AZ)	\$2,296,940.70

The bid documents state: “The successful Bidder will be determined based on the lowest responsive and responsible Proposal. The City of Sedona, Arizona reserves the right (A.R.S. § 34-221) to reject any or all Proposals, to waive or not to waive any informalities, or irregularities in the Proposals received, and to accept a Proposal which in its judgment best serves the interests of the City.”

The bid from Kinney Construction Services (KCS) is being recommended for rejection based on not being responsible. This is based on the recent performance for the SR 179 Sewer Main Replacement Project, including multiple sewer spills, and the Mystic/Chapel Lift Station Replacements. In general, KCS showed an inability to follow contract general conditions, lack of communication, and unresponsiveness to provide requested documents necessary to close out the two projects. KCS also failed to submit its financial statements within 2 days after the bid opening as required by the RFP.

The bid from Standard Construction Company is also being recommended for rejection based on being unresponsive. Three past performance questionnaires (PPQ) were required to be submitted from three references prior to the date and time of the bid opening. Three PPQ's were received but they were sent directly from Standard to the City, rather than by the reference as required. In addition, the PPQ's submitted were reused from the City of Sedona's Dry Creek Road Shared Use Path Project that Standard bid in November 2020. Standard modified the PPQ's to make it appear they were on the proper form that was included with the bid documents.

Therefore, staff is recommending approval of award of the contract to Eagle Mountain Construction in the amount of \$1,839,300 as the lowest responsive and responsible bidder. The submitted bid met all requirements, and Eagle Mountain has a proven record of successful projects with the City, most recently on the Uptown Roadway Improvements Project. While the bid amount is higher than the prior two bidders, staff feels awarding this bid is in the best interest of the City.

Budget:

The currently approved budget for construction in FY 21 is \$1.6M. Staff will be requesting to increase the overall budget with the proposed FY 22 CIP budget.

Community Plan Consistent: Yes - No - Not Applicable

This project meets the intent of Chapter 4 of the Community Plan. This project will provide for safe and smooth flow of traffic with the reconstruction of the roadway prism, will provide a long-term community benefit through efficient design and fostering economic growth, will create a more walkable community with the installation of a sidewalk, and will meet the needs of our transportation and land-use plans as identified in the Sunset Live/Work CFA.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

- Not approving the plat amendment would result in not acquiring new right-of-way prohibiting improvement of the roadway as envisioned by the Sunset Live/Work CFA.
- Awarding the construction contract to one of the two lower bids.

MOTION

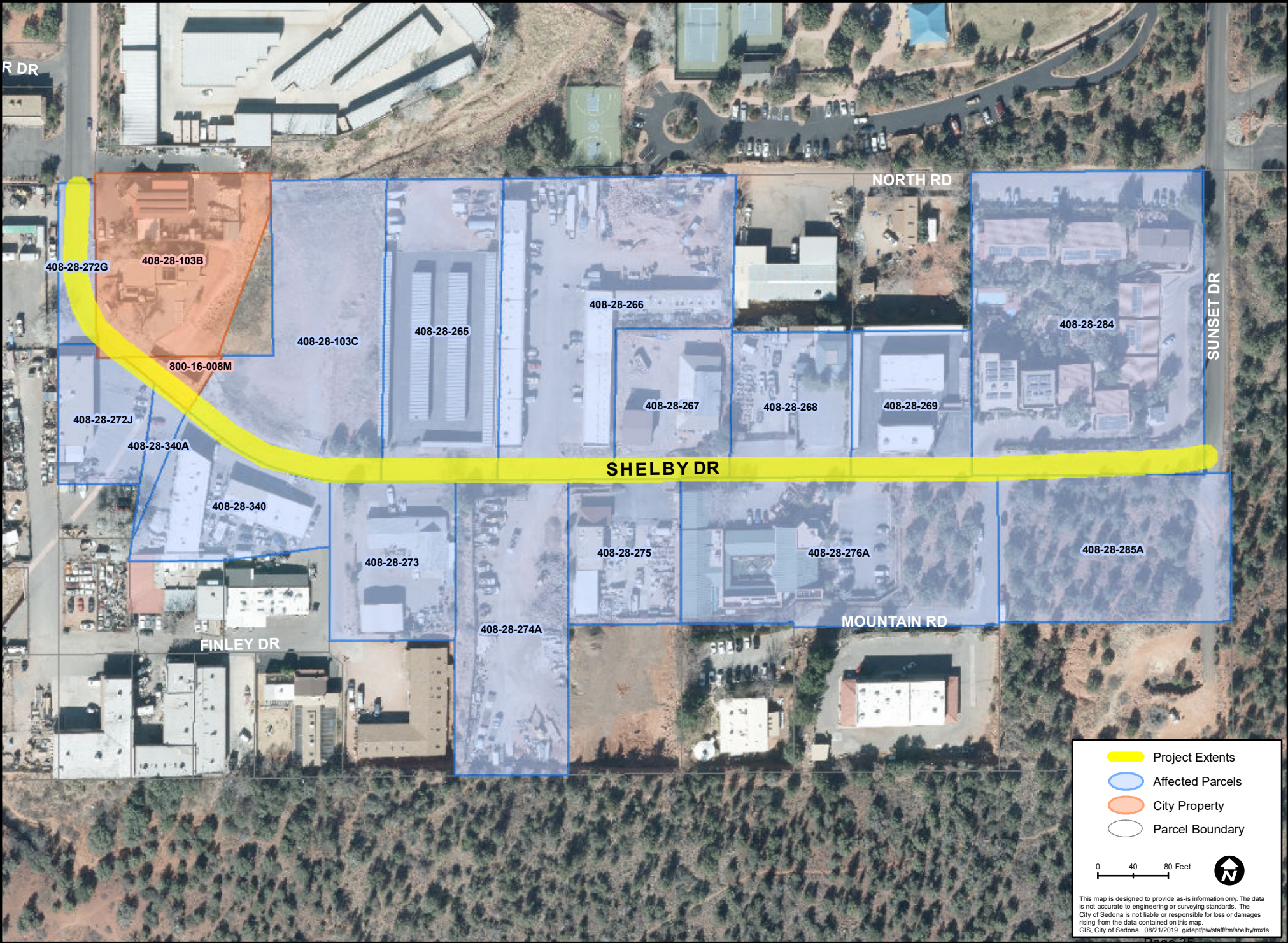
Motion #1

I move to: approve the minor plat amendment for the AAA Industrial Park subdivision, PZ20-00002 (SUB).

Motion #2

I move to: approve award of a construction contract for the Shelby Drive Roadway Improvements Project to Eagle Mountain Construction, in the amount of \$1,839,300, subject to approval of a written contract by the City Attorney's Office.

EXHIBIT 'B' SHELBY DR IMPROVEMENTS PROJECT



- Project Extents
- Affected Parcels
- City Property
- Parcel Boundary

0 40 80 Feet

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.
GIS - City of Sedona - 08/21/2019 g:\repl\pw\staff\m\shelby\mxd

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2021 by and between the City of Sedona, Arizona, an Arizona municipal corporation, hereinafter called the "City", and **Eagle Mountain Construction, Inc.**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **Shelby Drive Roadway 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 **\$1,839,300.00**, 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 1-29, 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 City. 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: Eagle Mountain Construction, Inc.

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

BY: _____

NAME: _____

APPROVED AS TO LEGAL FORM:

BY: _____

(City Attorney)

DATE: _____



CITY OF SEDONA

PZ20-0000X

MINOR PLAT AMENDMENT

AAA INDUSTRIAL PARK

LOCATED IN A PORTION OF SECTION 14, TOWNSHIP 17 NORTH,
RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA.

CERTIFICATE OF APPROVALS

COMMUNITY DEVELOPMENT DEPARTMENT:

DIRECTOR OF COMMUNITY DEVELOPMENT – KAREN OSBURN DATE

PUBLIC WORKS DEPARTMENT:

CITY ENGINEER – J. ANDY DICKEY, P.E. DATE

SEDONA FIRE DISTRICT:

FIRE MARSHAL – JON DAVIS DATE

CITY COUNCIL:

MAYOR – SANDY MORIARTY DATE

CITY CLERK – SUSAN IRVINE DATE

RECORD INFORMATION

THE FOLLOWING DOCUMENTS WERE RESEARCHED AND USED TO ESTABLISH THE BOUNDARIES SHOWN HEREON AS WELL AS THE DEEDS CITED BELOW ASSESSOR'S PARCEL NUMBERS ON SHEETS 2-5. RECORD DIMENSIONS ARE NOT CITED HEREON TO PRESERVE CLARITY IN THIS DOCUMENT.

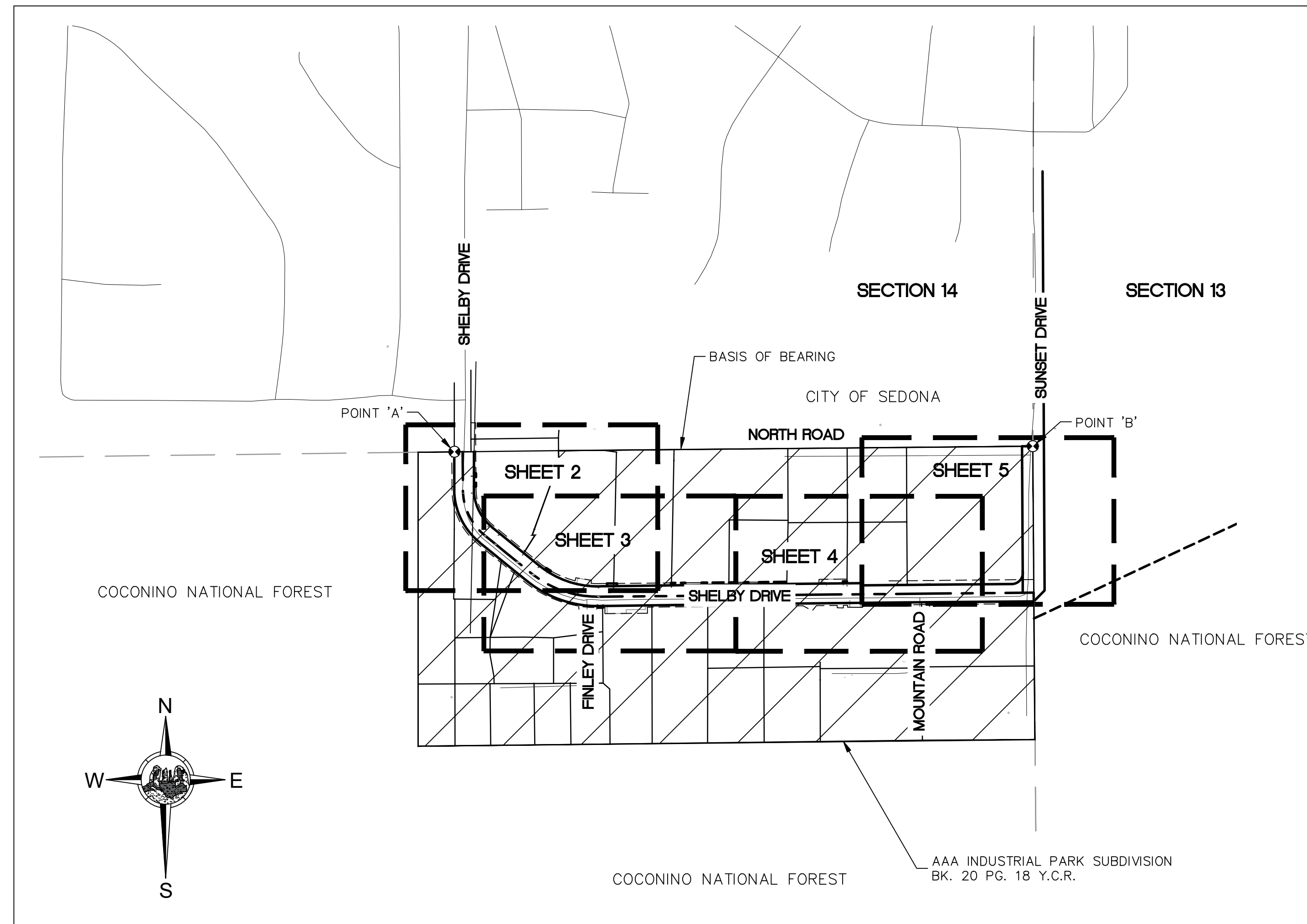
- (R1) YAVAPAI RECORDER'S INSTRUMENT #2014-0002130: RECORD OF SURVEY
- (R2) YAVAPAI RECORDER'S INSTRUMENT #1060330: AAA INDUSTRIAL PARK SUBDIVISION PLAT
- (R3) YAVAPAI RECORDER'S INSTRUMENT #2015-0012624: RECORD OF SURVEY
- (R4) YAVAPAI RECORDER'S INSTRUMENT #2015-0039803: RECORD OF SURVEY
- (R5) YAVAPAI RECORDER'S INSTRUMENT #4258006: RECORD OF SURVEY
- (R6) YAVAPAI RECORDER'S INSTRUMENT #2012-0019728: RECORD OF SURVEY

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS BETWEEN "POINT A" AND "POINT B". THE BEARING IS N89°26'33"E, 1,322.53' (MEASURED)

POINT A
1/2" REBAR W/ 3" ALUMINUM CAP "CITY OF FLAGSTAFF"

POINT B
BRASS CAP CITY OF SEDONA BM #50



VICINITY MAP
NO SCALE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE CURRENT PROPERTY OWNERS HAVE SUBDIVIDED UNDER THE NAME OF "AAA INDUSTRIAL PARK SUBDIVISION" A SUBDIVISION OF PART OF SECTION 14, T 17 N, R 5 E G&SRBM&M, YAVPAI COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "AAA INDUSTRIAL PARK SUBDIVISION" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES SHELBY DRIVE TO THE USE OF THE PUBLIC FOREVER AND EASEMENTS TO THE PUBLIC UTILITIES SO DESIGNATED ON THIS PLAT.

SEE RATIFICATIONS AS RECORDED IN:

RECEPTION NUMBER: _____
RECORDED ON THIS _____ DAY OF _____, 20_____.

NOTE

THE INDIVIDUAL LOT OWNERS FOR THE PARCELS DEPICTED ON THIS PLAT HAVE SIGNED RATIFICATIONS WHICH WILL BE RECORDED IMMEDIATELY PRECEDING THE RECORDATION OF THIS PLAT AMENDMENT TO ENSURE THAT THE CORRECT RECEPTION NUMBER OF SAID RATIFICATIONS WILL BE SHOWN ON THIS PLAT. THE OWNERSHIP AND VESTING OF EACH INDIVIDUAL PARCEL SHOWN ON THIS PLAT WILL BE IDENTICAL TO HOW IT EXISTED PRIOR TO THIS PLAT BEING RECORDED.

CONTACT INFORMATION

OWNER: CITY OF SEDONA
102 ROADRUNNER DRIVE
SEDONA, ARIZONA 86336
(928) 204-7111
J. ANDY DICKEY, P.E.
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

MAYOR: SANDY MORIARTY

VICE MAYOR: SCOTT JABLOW

CITY COUNCIL: BILL CHISHOLM
KATHY KINSELLA
TOM LAMKIN
JESSICA WILLIAMSON
HOLLI PLOOG

CITY MANAGER: JUSTIN CLIFTON

SURVEYOR: SHEPHARD-WESNITZER, INC.
75 KALLOF PLACE
SEDONA, AZ 86336
(958) 282-1061
ARON M. REAY, RLS 60237
SWI JOB# 19168

SURVEYOR'S NOTES:

1. THIS DOCUMENT MAY NOT SHOW ALL EASEMENTS AND RIGHTS OF WAY THAT MAY AFFECT THE PROPERTY. A TITLE REPORT IS RECOMMENDED TO REVEAL THE NATURE OF SAME.
2. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE.
3. TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM AERIAL SURVEY CONDUCTED BY COOPER AERIAL SURVEYS CO. ON AUGUST 27, 2019. AERIAL SURVEY DATA HAS BEEN AUGMENTED WITH DATA GATHERED IN THE FIELD WITH CONVENTIONAL SURVEY METHODS.
4. THE CENTERLINE GEOMETRY FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK WAS ESTABLISHED USING FOUND MONUMENTS AND THE RECORDED DOCUMENTS REFERENCED HEREON. SAID CENTERLINE IS CONGRUENT WITH THE ORIGINAL LOT LINES AT THE CENTER LINE OF THE PRIVATE EASEMENT GRANTED ON THE FINAL PLAT OF AAA INDUSTRIAL PARK WITH THE FOLLOWING EXCEPTION: FOUND MONUMENTS ALONG SAID CENTERLINE WERE HELD AND CURVE RADII HAVE BEEN ADJUSTED TO CREATE AND PRESERVE TANGENTIAL RELATIONSHIPS BETWEEN LINES AND CURVES ALONG SAID CENTERLINE.
5. THE SOUTHERLY RIGHT OF WAY LINES FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK WERE ESTABLISHED BY HOLDING FOUND MONUMENTS PREVIOUSLY SET BY OTHER SURVEYORS ALONG THE ORIGINAL EASEMENT LINES AS GRANTED ON THE FINAL PLAT FOR AAA INDUSTRIAL PARK. BECAUSE OF IRREGULARITIES IN MONUMENTATION, THESE RIGHT OF WAY LINES ARE NOT PARALLEL.
6. LOT LINES WITHIN AAA INDUSTRIAL PARK HAVE CHANGED SIGNIFICANTLY FROM THE PLATTED LOCATIONS. PROPERTY LINES SHOWN HEREON ARE AS THEY EXIST AS OF THE DATE OF THIS SURVEY. YAVAPAI COUNTY ASSESSOR'S PARCEL NUMBERS ARE SHOWN IN ADDITION TO LOT NUMBERS.
7. THE PURPOSE OF THIS MINOR PLAT AMENDMENT IS TO DEDICATE THE EXISTING PORTION OF SHELBY DRIVE WITHIN THE AAA INDUSTRIAL PARK SUBDIVISION TO THE CITY OF SEDONA AS PUBLIC RIGHT-OF-WAY, WHICH CONSEQUENTLY REQUIRES AN EQUITABLE ADJUSTMENT OF SOME LOT LINES WITHIN THE SUBDIVISION.
8. OWNERS HEREBY DEDICATE TO THE CITY OF SEDONA A TEMPORARY, NON-EXCLUSIVE EASEMENT OVER, ACROSS, UNDER AND UPON ALL AREAS DESIGNATED ON THIS PLAT AS "TEMPORARY CONSTRUCTION EASEMENT" OR "TCE". SAID EASEMENTS SHALL AUTOMATICALLY EXPIRE UPON COMPLETION OF CONSTRUCTION OF COMMON ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS.

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED FINAL PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR: ARON M. REAY, RLS 60237

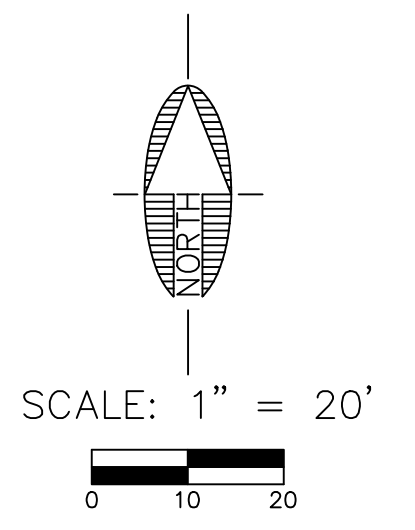
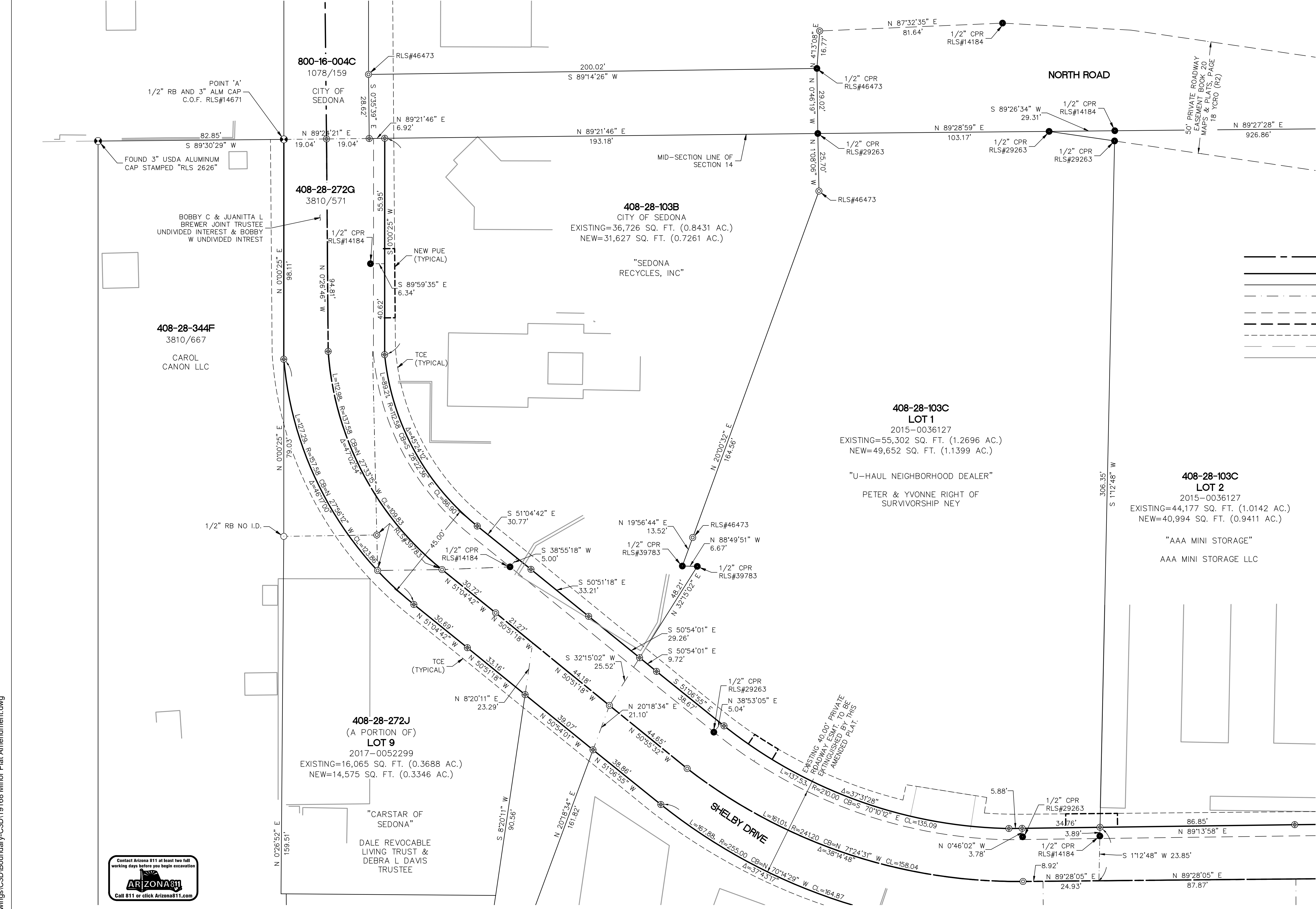


Symbol	Revisions	Date	Appr.

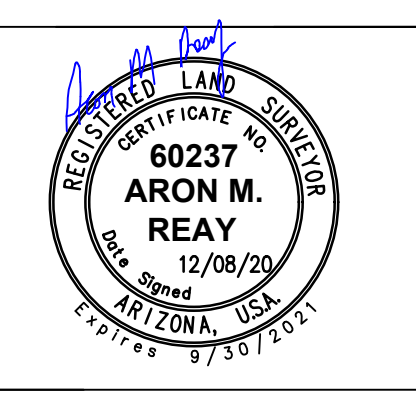
NOTE
 THE INDIVIDUAL LOT OWNERS FOR THE PARCELS DEPICTED ON THIS PLAT HAVE SIGNED RATIFICATIONS WHICH WILL BE RECORDED IMMEDIATELY PRECEDING THE RECORDATION OF THIS PLAT AMENDMENT TO ENSURE THAT THE CORRECT RECEPTION NUMBER OF SAID RATIFICATIONS WILL BE SHOWN ON THIS PLAT. THE OWNERSHIP AND VESTING OF EACH INDIVIDUAL PARCEL SHOWN ON THIS PLAT WILL BE IDENTICAL TO HOW IT EXISTED PRIOR TO THIS PLAT BEING RECORDED.

LEGEND

- PROPOSED CENTERLINE FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK
- PROPOSED RIGHT OF WAY LINE
- PARCEL BOUNDARY LINE
- EXISTING PARCEL BOUNDARY WITHIN PROPOSED RIGHT OF WAY
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- SECTION LINE
- EXISTING BUILDING/WALL
- FOUND GOVERNMENT MONUMENT STAMPED AS SHOWN
- FOUND OPEN PIPE WITH TAG STAMPED AS SHOWN
- FOUND REBAR WITH TAG STAMPED AS SHOWN
- FOUND REBAR AND CAP STAMPED AS SHOWN
- FOUND MAG NAIL WITH TAG STAMPED AS SHOWN
- ⊕ SET 1/2" REBAR AND CAP STAMPED "RLS 60237"



Symbol	Revisions	Date	Appr.	Designed by:	Date:
				AMR	10/29/2019
				Drawn by:	Scale:
				AMR/SJV	1"=20'
				Checked by:	Project Code:
				AMR	19168



SWI
 Shephard Wesnitzer, Inc.
 75 Kall of Place
 Sedona, AZ 86336
 928.282.1061
 928.282.2058 fax
 www.swiaz.com

CITY OF SEDONA
 PUBLIC WORKS DEPARTMENT
 102 ROADRUNNER DRIVE
 SEDONA, ARIZONA 86336
 928-204-7111

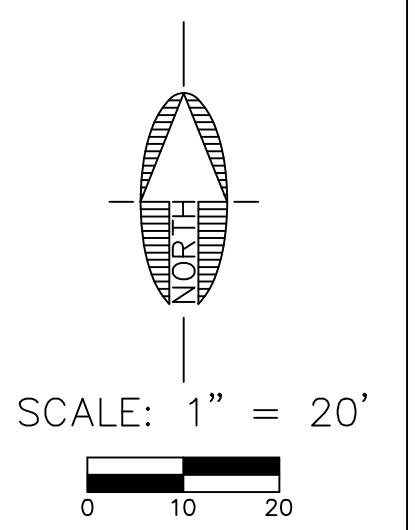
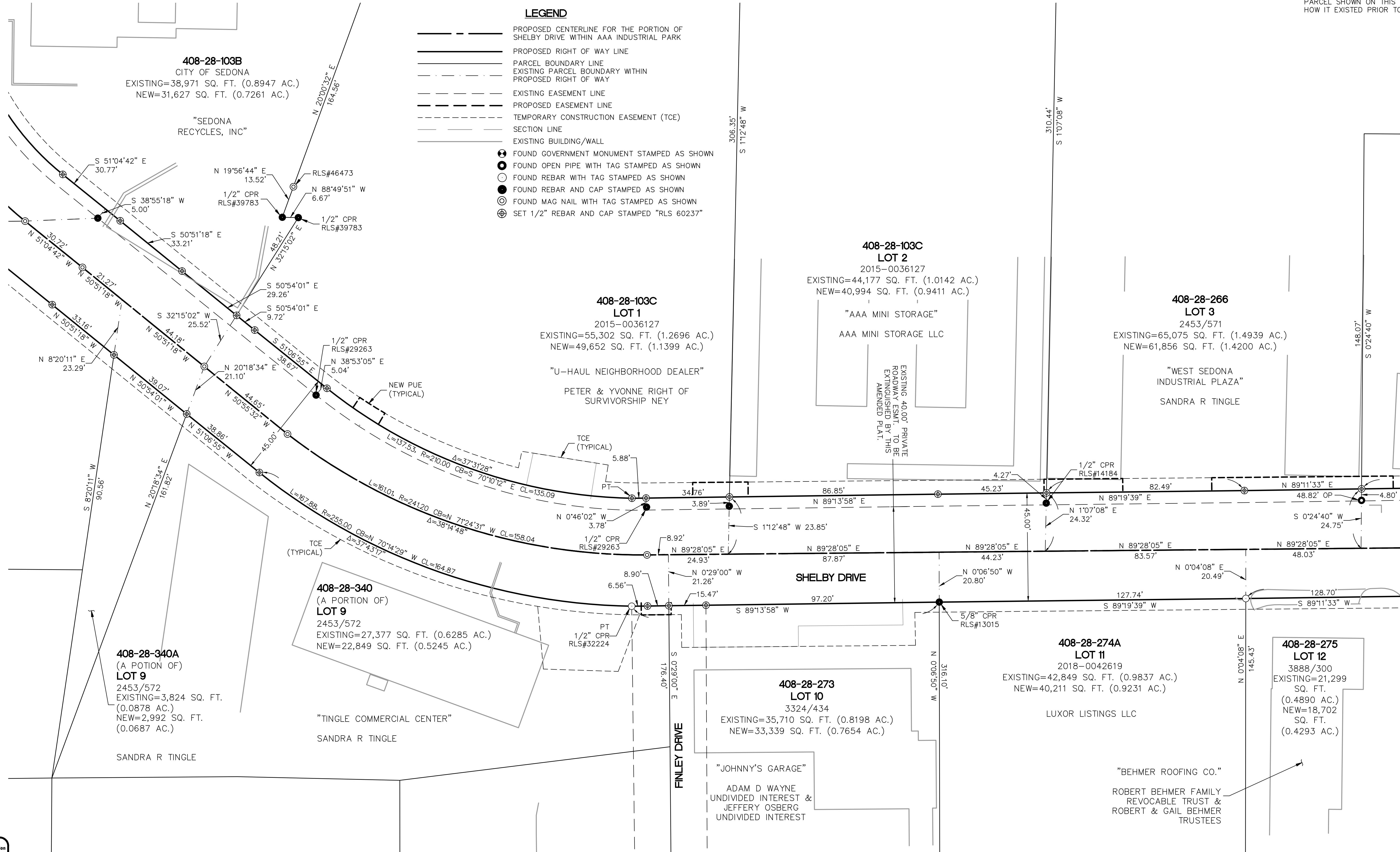
MINOR PLAT AMENDMENT
 PZ20-0000X
 RIGHT-OF-WAY DEDICATION
 AAA INDUSTRIAL PARK

SHEET ID
 FP2
 SHEET NO.
 2 OF 5

P:\2019\19168\Survey\Drawings\C3D\19168 Minor Plat Amendment.dwg

NOTE
 THE INDIVIDUAL LOT OWNERS FOR THE PARCELS DEPICTED ON THIS PLAT HAVE SIGNED RATIFICATIONS WHICH WILL BE RECORDED IMMEDIATELY PRECEDING THE RECORDATION OF THIS PLAT AMENDMENT TO ENSURE THAT THE CORRECT RECEIPTION NUMBER OF SAID RATIFICATIONS WILL BE SHOWN ON THIS PLAT. THE OWNERSHIP AND VESTING OF EACH INDIVIDUAL PARCEL SHOWN ON THIS PLAT WILL BE IDENTICAL TO HOW IT EXISTED PRIOR TO THIS PLAT BEING RECORDED.

- LEGEND**
- PROPOSED CENTERLINE FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK
 - PROPOSED RIGHT OF WAY LINE
 - PARCEL BOUNDARY LINE
 - EXISTING PARCEL BOUNDARY WITHIN PROPOSED RIGHT OF WAY
 - EXISTING EASEMENT LINE
 - PROPOSED EASEMENT LINE
 - TEMPORARY CONSTRUCTION EASEMENT (TCE)
 - SECTION LINE
 - EXISTING BUILDING/WALL
 - ⊕ FOUND GOVERNMENT MONUMENT STAMPED AS SHOWN
 - ⊙ FOUND OPEN PIPE WITH TAG STAMPED AS SHOWN
 - ⊙ FOUND REBAR WITH TAG STAMPED AS SHOWN
 - ⊙ FOUND REBAR AND CAP STAMPED AS SHOWN
 - ⊙ FOUND MAG NAIL WITH TAG STAMPED AS SHOWN
 - ⊕ SET 1/2" REBAR AND CAP STAMPED "RLS 60237"



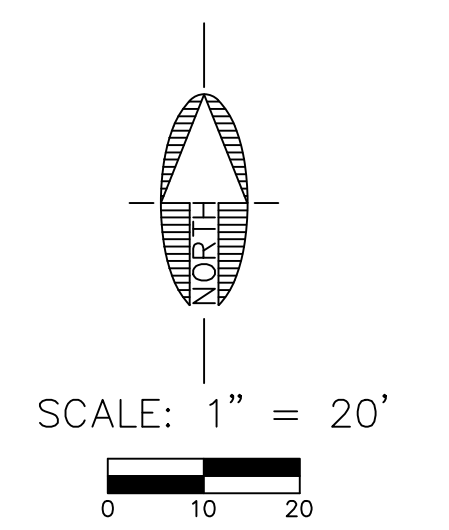
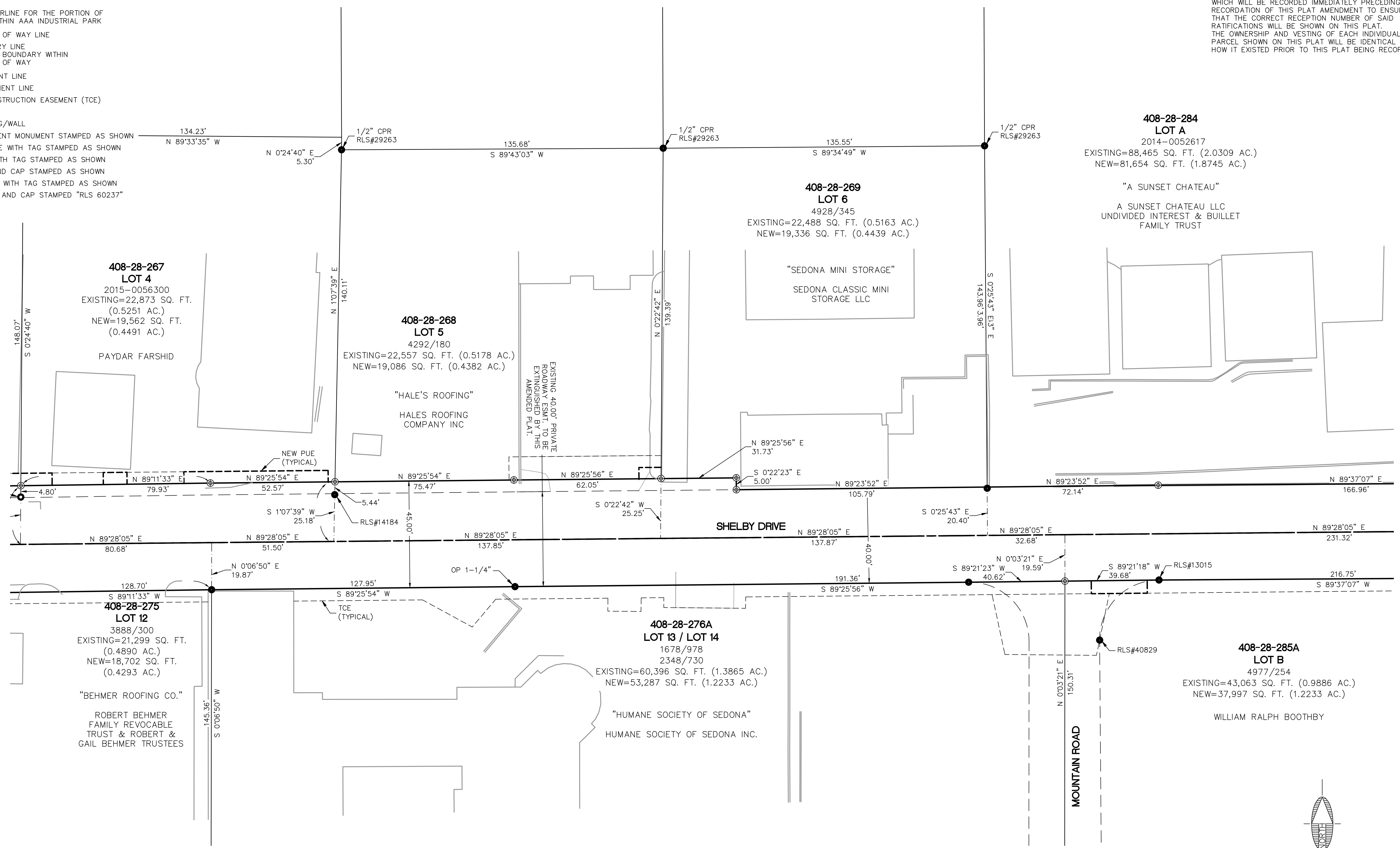
P:\2019\19168\Survey\Drawings\C3D\Boundary-C3D\19168 Minor Plat Amendment.dwg

Symbol	Revisions	Date	Appr.	Designed by:	Date:			75 Kallaf Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax www.swiaz.com		CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 928-204-7111	MINOR PLAT AMENDMENT PZ20-0000X RIGHT-OF-WAY DEDICATION AAA INDUSTRIAL PARK	SHEET ID					
				AMR	10/29/2019												FP3
				AMR/SJV	1"=20'												SHEET NO.
				AMR	19168												3 OF 5

NOTE
 THE INDIVIDUAL LOT OWNERS FOR THE PARCELS DEPICTED ON THIS PLAT HAVE SIGNED RATIFICATIONS WHICH WILL BE RECORDED IMMEDIATELY PRECEDING THE RECORDATION OF THIS PLAT AMENDMENT TO ENSURE THAT THE CORRECT RECEIPTION NUMBER OF SAID RATIFICATIONS WILL BE SHOWN ON THIS PLAT. THE OWNERSHIP AND VESTING OF EACH INDIVIDUAL PARCEL SHOWN ON THIS PLAT WILL BE IDENTICAL TO HOW IT EXISTED PRIOR TO THIS PLAT BEING RECORDED.

LEGEND

- PROPOSED CENTERLINE FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK
- ===== PROPOSED RIGHT OF WAY LINE
- PARCEL BOUNDARY LINE
- EXISTING PARCEL BOUNDARY WITHIN PROPOSED RIGHT OF WAY
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- SECTION LINE
- EXISTING BUILDING/WALL
- FOUND GOVERNMENT MONUMENT STAMPED AS SHOWN
- FOUND OPEN PIPE WITH TAG STAMPED AS SHOWN
- FOUND REBAR WITH TAG STAMPED AS SHOWN
- FOUND REBAR AND CAP STAMPED AS SHOWN
- FOUND MAG NAIL WITH TAG STAMPED AS SHOWN
- ⊕ SET 1/2" REBAR AND CAP STAMPED "RLS 60237"



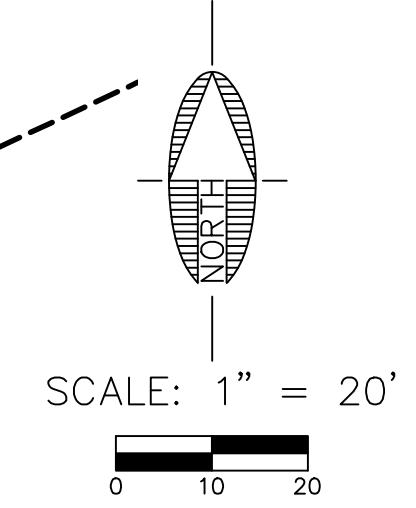
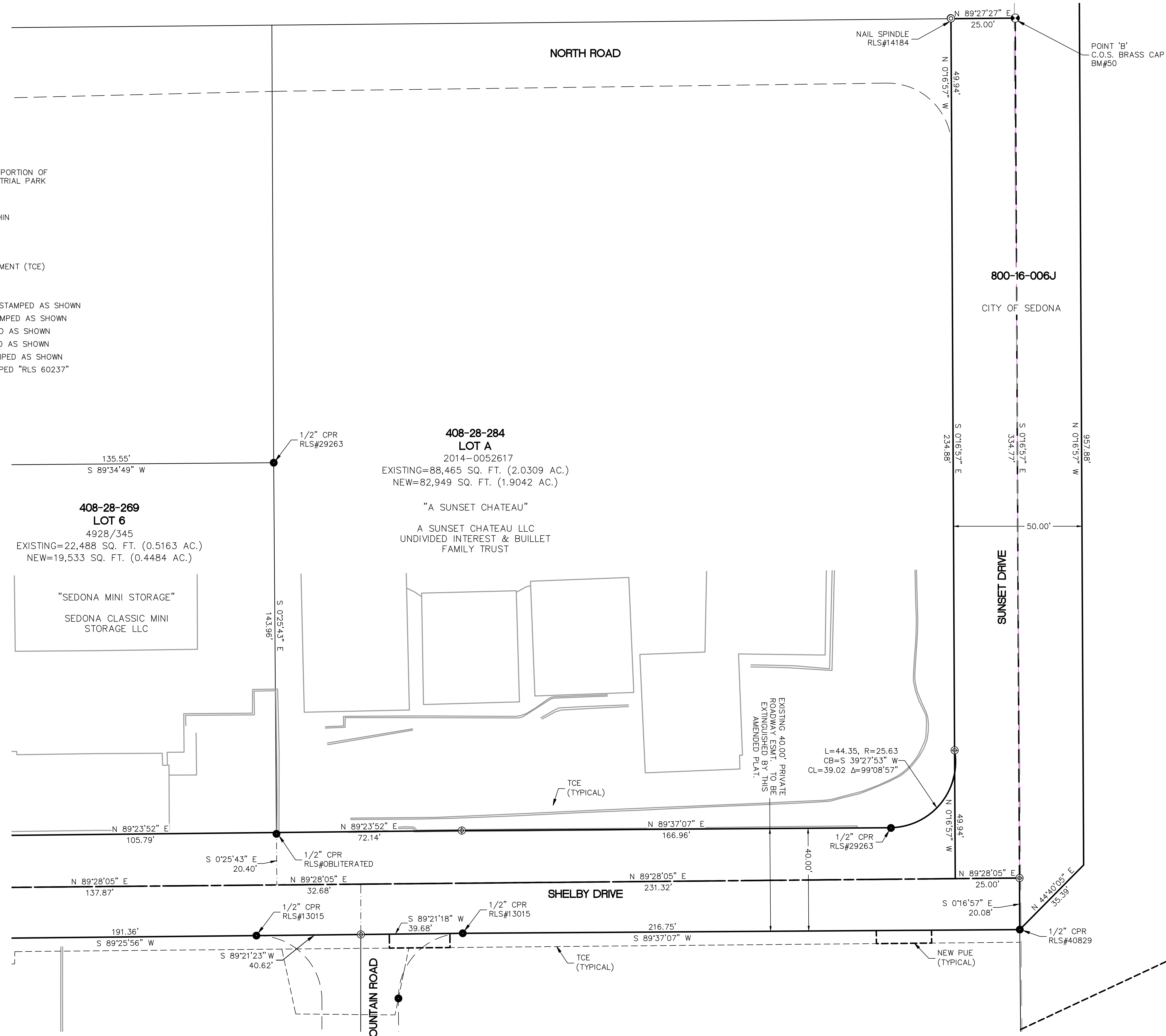
P:\2019\191688\Drawings\C3D\Boundary-C3D\191688 Minor Plat Amendment.dwg

Symbol	Revisions	Date	Appr.	Designed by: AMR	Date: 10/29/2019			75 Kallof Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax www.swiaz.com		CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 928-204-7111	MINOR PLAT AMENDMENT PZ20-0000X RIGHT-OF-WAY DEDICATION AAA INDUSTRIAL PARK	SHEET ID FP4
				Drawn by: AMR/SJV	Scale: 1"=20'							SHEET NO. 4 OF 5
				Checked by: AMR	Project Code: 19168							

NOTE
 THE INDIVIDUAL LOT OWNERS FOR THE PARCELS DEPICTED ON THIS PLAT HAVE SIGNED RATIFICATIONS WHICH WILL BE RECORDED IMMEDIATELY PRECEDING THE RECORDATION OF THIS PLAT AMENDMENT TO ENSURE THAT THE CORRECT RECEPTION NUMBER OF SAID RATIFICATIONS WILL BE SHOWN ON THIS PLAT. THE OWNERSHIP AND VESTING OF EACH INDIVIDUAL PARCEL SHOWN ON THIS PLAT WILL BE IDENTICAL TO HOW IT EXISTED PRIOR TO THIS PLAT BEING RECORDED.

LEGEND

- PROPOSED CENTERLINE FOR THE PORTION OF SHELBY DRIVE WITHIN AAA INDUSTRIAL PARK
- PROPOSED RIGHT OF WAY LINE
- PARCEL BOUNDARY LINE
- EXISTING PARCEL BOUNDARY WITHIN PROPOSED RIGHT OF WAY
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- SECTION LINE
- EXISTING BUILDING/WALL
- FOUND GOVERNMENT MONUMENT STAMPED AS SHOWN
- FOUND OPEN PIPE WITH TAG STAMPED AS SHOWN
- FOUND REBAR WITH TAG STAMPED AS SHOWN
- FOUND REBAR AND CAP STAMPED AS SHOWN
- FOUND MAG NAIL WITH TAG STAMPED AS SHOWN
- SET 1/2" REBAR AND CAP STAMPED "RLS 60237"



P:\2019\19168\Survey\Drawings\C3D\19168 Minor Plat Amendment.dwg

Symbol	Revisions	Date	Appr.	Designed by: AMR	Date: 10/29/2019			75 Kall of Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax www.swiaz.com		CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 928-204-7111	MINOR PLAT AMENDMENT PZ20-0000X RIGHT-OF-WAY DEDICATION AAA INDUSTRIAL PARK	SHEET ID FP5
				Drawn by: AMR/SJV	Scale: 1"=20'							SHEET NO. 5 OF 5
				Checked by: AMR	Project Code: 19168							



**CITY COUNCIL
AGENDA BILL**

**AB 2646
March 9, 2021
Regular Business**

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

Department	Legal
Time to Present	15 Minutes
Total Time for Item	30 Minutes
Other Council Meetings	January 26, 2021, February 9, 2021, February 23, 2021
Exhibits	None

City Attorney Approval	Reviewed 3/1/2021 KWC	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 League of Arizona 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.

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 issue.



**CITY COUNCIL
AGENDA BILL**

**AB 2571
March 9, 2021
Regular Business**

Agenda Item: 8c
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	30 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, August 11, 2020, September 8, 2020, September 22, 2020, October 13, 2020, October 27, 2020, November 10, 2020, November 24, 2020, December 9, 2020, January 12, 2021, January 26, 2021, February 9, 2021, February 23, 2021
Exhibits	None

City Attorney Approval	Reviewed 3/1/2021 KWC	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 revenue data and forecasts.

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.