

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 14, 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. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. 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 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/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - August 10, 2021 City Council Special Meeting - Executive Session.
- Minutes - August 10, 2021 City Council Special Meeting.
- Minutes - August 10, 2021 City Council Regular Meeting.
- Minutes - August 11, 2021 City Council Special Meeting - Executive Session.
- Minutes - August 11, 2021 City Council Special Meeting.
- Approval of Proclamation, Constitution Week, September 17-23, 2021.
- AB 2717 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Mradaa Cuisine of India located at 1910 W Hwy 89A, #102, Sedona, AZ (File# 154206).
- AB 2721 Approval of a contract with Albert Holler & Associates in the amount of \$72,000 annually to perform sales tax audits on behalf of the City.
- AB 2724 Approval of the appointment of Judges Paul Schlegel and Michael Goimarac as Magistrates Pro Tem for the Sedona Municipal Court.

4. APPOINTMENTS - None.

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

6. PUBLIC FORUM (This is the time for the public to comment on matters not listed on the agenda. The City Council may

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- Presentation of Proclamation, Constitution Week, September 17-23, 2021.

8. REGULAR BUSINESS


- AB 2682 **Discussion/possible direction** regarding the City's participation with the Yavapai County Broadband Final Mile Initiative.
- AB 2691 **Discussion/possible direction** regarding the Uptown Community Focus Area (CFA) Plan.
- AB 2726 **Discussion/possible direction** regarding operational changes within Sedona Recycles and possible resulting changes to the City's provider agreement with Sedona Recycles.

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.



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- d. AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response. 
- e. **Reports/discussion** regarding Council assignments.
- f. **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: 09/09/2021

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
Special City Council Meeting
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, August 10, 2021, 2:30 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 2:32 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson. Councilor Jessica Williamson was absent and excused.

Staff in attendance: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, City Clerk Susan Irvine.

3. Special Business

Motion: Councilor Kinsella moved to enter into Executive Session at 2:32 p.m. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, and Thompson) and zero (0) opposed.

- a. **Discussion and consultation to consider its position and instruct its attorneys and designated representatives regarding contract negotiations and negotiations for the purchase, sale, or lease of real property. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(4) & (7).**

Reconvened in open session at 3:20 p.m.

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

No action taken.

4. Adjournment

Mayor Moriarty adjourned the meeting at 3:20 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 10, 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
Tuesday, August 10, 2021, 4:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 4:00 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson. Councilor Jessica Williamson was absent and excused.

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Director of Financial Services Cherie Wright, City Clerk Susan Irvine.

3. Special Business

a. AB 2715 Public hearing/discussion/possible action regarding approval of a Resolution adopting the City of Sedona's Budget for Fiscal Year 2021-2022.

Presentation by Cherie Wright.

Questions from Council.

Opened the public hearing at 4:19 p.m.

No comments were received.

Closed the public hearing and brought back to Council at 4:19 p.m.

Motion: Vice Mayor Jablow moved to approve Resolution No. 2021-19 adopting the Budget for Fiscal Year 2021-22 including the budget attachments. Seconded by Councilor Lamkin. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson) and zero (0) opposed.

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 4:20 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 10, 2021.

Susan L. Irvine, CMC, City Clerk

Date

**Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, August 10, 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 Jon Thompson. Councilor Jessica Williamson was absent and excused.

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Director of Financial Services Cherie Wright, Chief Building Official Steve Mertes, Transit Administrator Robert Weber, Director of Public Works/City Engineer Andy Dickey, City Clerk Susan Irvine.

2. City's Vision/Moment of Art

The City's Vision was read by Councilor Thompson.

Nancy Lattanzi introduced local singer, songwriter, guitarist, and producer Dan Vega who performed a song he composed entitled "Gaia" with an accompanying video.

3. Consent Items

- a. **Minutes - July 27, 2021 City Council Regular Meeting.**
- b. **Minutes - July 28, 2021 City Council Special Meeting.**
- c. **AB 2708 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Katsubo located at 150 SR 179, #3, Sedona, AZ (File# 151490).**
- d. **AB 2709 Approval of a recommendation regarding an application for a Series 6 Bar Liquor License for Red Wall Lounge located at 2130 Shelby Drive, Unit 1, Sedona, AZ (File #153506).**
- e. **AB 2712 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Jay Birds located at 1490 W State Route 89A, Sedona, AZ (File# 152369).**

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

4. Appointments – None.

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

Councilor Ploog advised that City's statement regarding redistricting was read at a meeting on September 28th, along with statements from other Verde Valley municipalities. Councilor Thompson stated there will be a Zoom meeting regarding regional sustainability for business on August 18th from 10:00–11:30 a.m. On August 25th from 10:00-11:30 a.m., there will be another Zoom meeting on how food choices affect the food system, economy, environment, and community. Check yc.edu for more information on these

Zoom meetings. Karen Osburn advised that the City will host a COVID vaccine clinic on August 26th in the Vultee Conference Room from 8:00 to 11:00 a.m. with a follow up clinic in September.

6. Public Forum – None.

7. Proclamations, Recognitions, and Awards – None.

8. Regular Business

a. AB 2710 Public hearing/discussion regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2018-19 and 2019-20.

Presentation by Cherie Wright, Steve Mertes, and Karen Osburn.

Questions and comments from Council.

Opened the Public Hearing at 4:54 p.m.

No comments were received.

Closed the Public Hearing and brought back to Council at 4:54 p.m.

Further questions and comments from Council.

Presentation and discussion only. No action taken.

b. AB 2682 Discussion/possible direction with the Verde Valley Regional Economic Organization regarding regional broadband and potential grant opportunities.

This item was deferred at the request of Economic Development Director Molly Spangler. Karen Osburn explained that the reason for the deferral was the need to evaluate new opportunities and funding related to broadband.

c. AB 2695 Discussion/possible action regarding authorization to lease purchase five Trailhead Shuttle Transit Vehicles in an amount not to exceed \$712,000, plus interest, from Creative Bus Sales via the Arizona State Cooperative Purchasing Contract and financing from Zions Bank.

Presentation by Robert Weber, Cherie Wright, Karen Osburn, and Kurt Christianson.

Questions and comments from Council.

Opened to the public at 5:38 p.m.

The following spoke regarding this item: Darol Jurn, Sedona.

Brought back to Council at 5:41 p.m.

Motion: Councilor Thompson moved to approve the lease purchase of five trailhead shuttle transit vehicles in an amount not to exceed \$712,000, plus interest, from Creative Bus Sales via the Arizona State Contract and financing from Zions Bank subject to approval of a written contract by the City Attorney. Seconded by Councilor Ploog. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson) and zero (0) opposed.

Break at 5:50 p.m. Reconvened at 6:14 p.m.

- d. **AB 2716 Discussion/possible action regarding approval of a contract award to Loven Contracting, in the approximate amount of \$112,924.24 for the Improvements at Ranger Station Barn Side B.**

Presentation by Andy Dickey and Karen Osburn.

Questions and comments from Council.

Motion: Councilor Kinsella moved to approve award of a contract to Loven Contracting Inc. in the approximate amount of \$112,924.24 for the Improvements at Ranger Station Barn Side B, subject to approval of a written contract by the City Attorney's Office. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson) and zero (0) opposed.

- e. **AB 2677 Discussion/possible action regarding a Resolution and Ordinance amending the Sedona City Code, Chapter 12.05, by adding Section 12.05.150 (Small Wireless Facility) to conform with state legislation regarding placement of small wireless facilities in the City's rights-of-way and making other miscellaneous revisions.**

Presentation by Kurt Christianson and Karen Osburn.

Questions and comments from Council.

Motion: Councilor Lamkin moved to approve Resolution 2021-20, a Resolution of the Mayor and Council of the City of Sedona, Arizona, establishing as a public record the "2021 Amendments to the Sedona City Code, Chapter 12" by adding Section 12.05.150 (Small Wireless Facility) and making other miscellaneous revisions. Seconded by Vice Mayor Jablow. Vote: Motion carried with five (5) in favor (Moriarty, Jablow, Kinsella, Lamkin, Thompson) and one (1) opposed (Ploog).

Motion: After 1st reading, Vice Mayor Jablow moved to approve Ordinance 2021-04, an Ordinance of the City of Sedona, Arizona, amending the Sedona City Code, Chapter 12.05 by adding Section 12.05.150 (Small Wireless Facility) and making other miscellaneous revisions; providing for a savings clause; and providing for repeal of any ordinance or parts of ordinances or code provisions in conflict herewith. Seconded by Councilor Lamkin. Vote: Motion carried with five (5) in favor (Moriarty, Jablow, Kinsella, Lamkin, Thompson) and one (1) opposed (Ploog).

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

Presentation by Karen Osburn.

Questions and comments from Council.

Presentation and discussion only. No action taken.

- g. **Reports/discussion regarding Council assignments**

Councilor Lamkin advised that the Coconino Watershed elected him as vice-chair.

- h. **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 7:27 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on August 10, 2021.

Susan L. Irvine, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
Schnebly Conference Room, Sedona City Hall,
104 Roadrunner Drive, Sedona, Arizona
Wednesday, August 11, 2021, 2:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 2:01 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson. Councilor Jessica Williamson was absent and excused.

Staff in attendance: City Manager Karen Osburn, City Attorney Kurt Christianson, Magistrate Judge Lisa Parsons, Director of Financial Services Cherie Wright, City Clerk Susan Irvine.

3. Special Business

Motion: Councilor Thompson moved to enter into Executive Session at 2:02 p.m. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson) and zero (0) opposed.

- a. **Discussion/consideration regarding the employment, assignment, and appointment of the City Magistrate Judge. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).**

Reconvened in open session at 3:00 p.m.

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

No action taken.

4. Adjournment

Mayor Moriarty adjourned the meeting at 3:00 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 11, 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, August 11, 2021, 3:00 p.m.

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

Mayor Moriarty called the meeting to order at 3:09 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson. Councilor Jessica Williamson was absent and excused.

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Director of Public Works/City Engineer Andy Dickey, Chief of Police Charles Husted, Senior Planner Mike Raber, Deputy City Clerk Cherise Fullbright.

3. Special Business

- a. **AB 2702 Discussion regarding a City-initiated application for a Major Community Plan Amendment to the Future Land Use Map from Single-family Low Density to Commercial and a Zone Change from RS-18 (Single-family Residential) to M3 (Mixed Use Activity Center) to allow for the development of a parking garage in Uptown Sedona. The property consists of two parcels totaling 1.24 acres along the north side of Forest Road (430 and 460 Forest Road). APN: 401-16-100 and 401-16-071. Applicant: City of Sedona. Case Number: PZ21-00003 (Major CPA, ZC).**

Presentation by Mike Raber, Andy Dickey, Chief Husted, and Karen Osburn.

Questions and comments from Council.

Opened to the public at 4:03 p.m.

The following spoke regarding this item: Jen Farnsworth (on behalf of herself, Janet Sabitini, Linda Goldsmith, & Beverly Gala Kraftson) Sedona, Mark Tenbroek, Sedona, Peggy Chaikin, Sedona, Elliott Greenberg, Sedona, and Michael Benlly, Sedona.

Brought back to Council at 4:28 p.m.

Additional questions and comments from Council.

Discussion only. No action taken.

- 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 5:39 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 11, 2021.

Cherise Fullbright, Deputy City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	CAROL LA PORTE
Contact Phone Number	928-554-5862
Contact Mailing Address	90Coronado Ct. Sedona 86351
Contact Email Address	claporte423@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	National Society Daughters of the American Revolution "National Constitution Week"
Website Address (if applicable)	www.oakcreek.arizonadar.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Sandy Moriarty Scott Jalow
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	"CONSTITUTION WEEK" September 17-23 2021
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input type="checkbox"/> Presentation at Meeting <input checked="" type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	

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

The National Society of the Daughters of the American Revolution (Oak Creek Chapter) wish to address "Proclamation" application with the "City of Sedona", to recognized "National Constitutional Week" (Sept. 17-23 2021). Public law 915 guarantees the issuing of a proclamation each year. "National Constitutional Week" is recognized by our President of the United States each year designating (September 17-23 2021) as "Constitutional Week". We are asking our citizens to reaffirm the "ideas" the framers of the "Constitution" had in 1787. Due to the Covid virus the Daughters of the American Revolution (Oak Creek) chapter will not engaged in producing exhibits and information for the children in the Sedona Library on the Constitution. Our chapter provides a avenue of American Flags and banner are placed at the grave sites on "Memorial Day". We fund and participate in the placement of National Wreaths Across America honoring local veterans. Our chapter provides "American Spirit" magazine for the Sedona Library. Chapter voluteers will place American Flags at the entrance of the Sedona Heritage Museum on Veterans Day. Oak Creek chapter DAR endeavors to provided our services to the community, as we continue to grow our membership.

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

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

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

Office of the Mayor
City of Sedona, Arizona



Proclamation
CONSTITUTION WEEK
September 17 through 23, 2021

WHEREAS, September 17, 2021 marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 17 through 23, 2021 to be **CONSTITUTION WEEK** in Sedona, Arizona, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Issued this 14th day of September, 2021.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2717
September 14, 2021
Consent Items**

Agenda Item: 3g

Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Mradaa Cuisine of India located at 1910 W Hwy 89A, #102, Sedona, AZ (File #154206).

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 09/07/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	Approve a new Series 12 Restaurant Liquor License for Mradaa Cuisine of India located at 1910 W Hwy 89A, #102, Sedona, AZ (File #154734).	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 Mradaa Cuisine of India located at 1910 W Hwy 89A, #102, Sedona, AZ (File #154206). 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 (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections regarding its approval were noted.

Community Plan Consistent: Yes - No - Not Applicable

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Mradaa Cuisine of India located at 1910 W Hwy 89A, #102, Sedona, AZ (File #154206). 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 Mradaa Cuisine of India located at 1910 W Hwy 89A, #102, Sedona, AZ (File #154206).



**CITY COUNCIL
AGENDA BILL**

**AB 2721
September 14, 2021
Consent Items**

Agenda Item: 3h
Proposed Action & Subject: Approval of a contract with Albert Holler & Associates in the amount of \$72,000 annually to perform sales tax audits on behalf of the City.

Department	Financial Services
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Contract for Professional Services

City Attorney Approval	Reviewed 09/07/2021 KWC	Expenditure Required	
		\$	72,000 per year (contract year = Oct to Sept)
City Manager's Recommendation	Approve the contract with Albert Holler & Associates to perform sales tax audits on behalf of the City.	Amount Budgeted	
		\$	80,000 for FY2022
		Account No. (Description)	10-5222-88-6405 (Professional Services)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City has contracted with Albert Holler & Associates for its sales tax audits since fiscal year 2010-11. The current contract with Albert Holler & Associates will be expiring on September 30, 2021. While we have been happy with the work performed by our current auditor, we felt it was appropriate to evaluate whether a new Request for Proposal (RFP) or alternative procurement was warranted. The City Code does not require a bidding or proposal process for professional services; however, staff frequently chooses to issue RFPs to enhance the selection process.

Certified Sales Tax Auditors

The Arizona Department of Revenue (ADOR) requires sales tax auditors to complete the ADOR certification program. We contacted the League of Arizona Cities and Towns for information on any other firms of which they might be aware that have the necessary expertise and proper certification for sales tax audits.

The League representative has been in communication with ADOR and was able to provide only one other sales tax auditor who has received certification in good standing. That auditor is a one-person operation working part-time. Our current auditor, Albert Holler & Associates,

has multiple ADOR certified employees and currently provides services to more than 20 municipalities in Arizona.

Contract Price & Scope

In total and in most individual years, the audits have generated more revenue than the cost of the contract.

Fiscal Year	Audit Assessments	Amount of Assessment Paid to Date	Audit Fees
2010-11	\$ 385,086	\$ 298,864	\$ 60,000
2011-12	268,502	213,270	90,000
2012-13	219,272	181,115	126,000
2013-14	572,388	566,563	90,000
2014-15	233,560	189,592	90,000
2015-16	178,252	167,512	90,000
2016-17	89,358	43,169	90,000
2017-18	39,272	39,272	90,000
2018-19	74,360	44,056	90,000
2019-20 ¹	240,105	124,241	71,250
2020-21 (many audits not yet complete)	26,840	22,488	72,000
Totals	\$2,326,996	\$1,890,141	\$947,250

While there are been a few more recent years where the revenue generated is less than the audit fees, staff recommends continuing to conduct sales tax audits. The audits encourage compliance which is the ultimate goal. In addition, the contract with Albert Holler & Associates includes assistance with sales tax questions or research related to sales tax issues which staff has found to be of great benefit.

The plan is to continue the contract scope of approximately 15-20 audits performed per year. Albert Holler & Associates has agreed to continue to provide these services at the current reduced cost of \$72,000 per year including all travel expenses, as was negotiated during the COVID-19 pandemic.

Community Plan Consistent: Yes - No - Not Applicable

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): (1) Not award a sales tax audit contract, (2) pursue a proposal from the other certified sales tax auditor, or (3) hire an in-house sales tax auditor.

MOTION

I move to: approve the contract between the City of Sedona and Albert Holler & Associates for the performance sales tax audits for an annual cost of \$72,000 for three years, with the option to renew for two additional one-year terms, subject to approval by the City Attorney.

¹ A lower fee was negotiated during the contract year for 2019-20 and the full contract year for 2020-21.

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

This contract is made and entered into on this ____ day of _____, 2021, by and between the City of Sedona ("CITY") and Albert Holler & Associates "CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of \$72,000 per year for sales tax audits. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. The term of this contract shall commence on October 1, 2021 and shall continue for a period of three (3) years from the date of the award. The CITY has the option, in the CITY'S sole discretion to renew the contract for two (2) additional one year periods. If the contract is renewed, the total length of the Contract shall not exceed five (5) years. Any of the one (1) year contracts may be unilaterally extended by the CITY for a period of thirty-one (31) days.
 - D. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, the CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.

5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,
6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.
7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.

2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:
- City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
- D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Sedona access to any and all insurance policies and

endorsements pertaining to this particular job.

11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
12. TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.
13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).

18. COMPLIANCE WITH FEDERAL AND STATE LAWS:

CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for

Employees."

- A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
 - D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.

21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

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

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

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

CONSULTANT: Albert Holler & Associates
Attn: Albert Holler
18521 E. Queen Creek Rd 105-425
Queen Creek, AZ 85142

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

CITY OF SEDONA, ARIZONA

Karen Osburn, City Manager

ATTEST:

Susan L. Irvine, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

CONSULTANT

By: _____
Title: _____

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

EXHIBIT/S

Exhibit A

- Scope of Work and Associated Costs

Exhibit B

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

Exhibit A

Scope of Services – City of Sedona

Sales Tax Audits

1. Audit 15-20 businesses and provide a detailed audit file with appropriate documentation. Audits are prioritized by assessment and collections potential and statute of limitation requirements. Audits will be conducted in the field and reviewed with taxpayer and/or taxpayer's designated representative such as accountant or attorney prior to issuing assessment.
2. Selection of businesses to be audited should be based on one or more of the following selection methods:
 - a. A review of tax reporting and payment history.
 - b. A review of property ownership.
 - c. A review of development or business activities by the taxpayer
 - d. A pattern of reports of under charging or not reporting sales or taxes collected.
 - e. When appropriate canvassing or visitation to local businesses within the City, to observe tax collection practices and procedures.
3. Timely preparation of all letters, correspondence, and notices including intent to audit letter, assessment, adjusted assessments (if appropriate), 10-day final notice and preparation of tax lien for audits allowed to be performed and processed internally by the Arizona Department of Revenue (ADOR).
4. Preparation of assessments or adjusted assessments will include calculation of any applicable penalties and interest. Upon request, Consultant will provide the City with current updated interest and penalty calculations.
5. Provide professional tax advice to the City on an as needed or requested basis.
6. Represent the City at ADOR meetings and at other similar state or regional meetings as requested and deemed appropriate by the City.
7. Monitor legal and legislative changes to tax law that may impact the City's tax collection program. Make regular and timely reports to City staff of any such developments or trends. Provide guidance and advice in such matters.
8. Represent the City during any formal tax related hearing or proceeding. Prepare all necessary briefs and other documentation to defend or support the City's position in response to a taxpayer challenge or protest.
9. Process audits and review through the ADOR system and follow the practices and procedures required by the ADOR.



**CITY COUNCIL
AGENDA BILL**

**AB 2724
September 14, 2021
Consent Items**

Agenda Item: 3i
Proposed Action & Subject: Approval of the appointment of Judges Paul Schlegel and Michael Goimarac as Magistrates Pro Tem for the Sedona Municipal Court.

Department	Magistrate Court
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Resumes

City Attorney Approval	Reviewed 09/07/2021	Expenditure Required	
		\$	Varies
City Manager's Recommendation	N/A	Amount Budgeted	
		\$	5,000
		Account No. (Description)	10-5520-01-6011
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: A Pro Tempore Judge is a judge who serves on an on-call basis when the Presiding Judge is not available due to illness, training, vacation, or when it is necessary for the Presiding Judge to be recused due to a conflict of interest. The City does not currently have appointed a sufficient number of Pro Tem Judges to cover all necessary court calendars due to the current presiding judge vacancy.

Judge Paul Schlegel is a person of high integrity and applicable judicial experience (see attached resume) and currently serves as the Presiding Magistrate for the Town of Camp Verde. Judge Michael Goimarac is also a person of high integrity and has previously served as the Presiding Judge for the Sedona Municipal Court for two years (see attached resume).

Pro Tem Judges are appointed for two-year terms and are paid at a rate of \$50 per hour.

Community Plan Consistent: Yes - No - Not Applicable

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Continue search to appoint different Pro Tem Judges.

MOTION

I move to: approve the appointment of Judges Paul Schlegel and Michael Goimarac as Magistrates Pro-Tem for the Sedona Municipal Court for two-year terms.

CURRICULUM VITAE

PAUL A. SCHLEGEL

██████████
Prescott, AZ 86301
██████████
██████████

I. EDUCATION

Franklin Pierce Law Center, Concord, NH
J.D. 1999

Northern Arizona University, Flagstaff, AZ
M.A., History, 1992

Colorado State University, Fort Collins, CO
B.A., History, 1982

II. EMPLOYMENT PERTAINING TO CURRENT PROFESSION

Nov. 2014-Present Town of Camp Verde, Camp Verde, AZ
Presiding Magistrate
Supervise 5 court clerks
Manage \$250,000 annual budget

Oct. 2011-Present Schlegel Law Office, Cottonwood, AZ
Attorney, Sole Practitioner
Supervise 1 legal assistant

July 2004- Sept. 2011 Shaw & Schlegel Law Office, Cottonwood, AZ
Attorney, Managing Partner
Supervised 2 legal assistants

Sept. 2002- July 2004 Vaughn-Ledbetter Law Office, Cottonwood, AZ
Attorney

Oct. 2001- Sept. 2002 Schlegel Law Office, Peoria, AZ
Attorney, Sole Practitioner

Nov. 2000- Oct. 2001 Whitehead & Associates, Phoenix, AZ
Attorney

Sept. 1999- July 2000 LEXIS-NEXIS/SHEPARD'S, Colorado Springs, CO
Legal Editor

III. PROFESSIONAL AFFILIATIONS AND LICENSURES

Arizona State Bar, #020664
Arizona Supreme Court
Federal District Court for the District of Arizona
Arizona Magistrate Association
Yavapai County Bar Association
Verde Valley Bar Association

IV. PUBLICATIONS, PAPERS AND PRESENTATIONS

“The State of New Hampshire v. Zeta Chi Fraternity: The Creation of a New Standard Regarding Warrantless Searches of Probationers,” New Hampshire Bar Journal, Vol. 39, No. 3, p. 30, (September 1998)

“Northern Arizona’s Early Cattle Industry,” Sharlot Hall Museum of Arizona History Journal, (November 1993)

Paper, “Southern Arizona and the Mexican Revolution: An Example of How Events South of the Border Affected the Southwest,” Arizona Historical Convention, Bullhead City, AZ (1993)

Paper, “Indigenous Resistance to Spanish Colonization in Central New Spain and the Andes,” Northern Arizona University Graduate Student Interdisciplinary Symposium, Flagstaff, AZ (1992)

Paper, “Northern Arizona’s Early Cattle Industry,” Arizona Historical Convention, Prescott, AZ (1992)

Master’s Thesis: “A History of the Cattle Industry in Northern Arizona, 1863-1912,” (1992)

V. ACTIVITIES AND AWARDS

Verde Valley Little League Board Member, Vice-President, 2013-2014
Boys & Girls Clubs of Northern Arizona, Board of Directors, 2003-2004
AYSO Coach, 2008-2009
Verde Valley Little League Coach, 2009-2011
Young Life, Committee Member, 2008-2010
Graduate Teaching/Research Assistant, Northern Arizona University History Department, 1989-1993
George and Elinor Kyte Fellowship, Northern Arizona University History Department, 1993
Coordinator, Northern Arizona University Graduate Student Interdisciplinary Symposium, Flagstaff, AZ, 1992
Fiscal Manager, Arizona Humanities Council Grant of \$5,000 for “Alternative Perspectives of the Columbus Legacy” Project, 1992

Michael Goimarac

Sedona, AZ 86336

EXPERIENCE

Humanitarian Service

October 2019-September 2021

Served as a humanitarian volunteer in Croatia and Bosnia and Herzegovina for Latter-day Saint Charities, an international relief agency. Duties included working with local NGO's in providing health, shelter, and food to refugees, providing supplies to earthquake victims, wheelchairs to the disabled, etc.

Sedona City Magistrate

July 2017-Sept 2019

Presided over all criminal and civil proceedings that were within the Court's Jurisdiction. Prepared annual budget for the department. Managed court personnel.

Yavapai County Superior Court — *Seasonal Judge Pro Tem*

July 2015 – July 2017

Retained by Yavapai County to assume the duties of a Superior Court Judge on an as-needed basis. Experience has been primarily on the criminal court bench. Have conducted felony jury trials, change-of-plea proceedings, sentencings, and early-disposition conferences. Also, have served in the capacity of a family court judge and have adjudicated various dissolution proceedings.

Flagstaff Magistrate Court — *Municipal Magistrate Judge Pro Tem*

July 2016 – July 2017

Retained by the City of Flagstaff to do periodic week-long assignments as the Division III Magistrate Judge. Conducted initial appearances and arraignments and accepted guilty pleas. Held civil traffic hearings. Served as an on-call judge for all Coconino County telephonic search warrants for week-long periods. Heard petitions for protective orders and injunctions against harassment.

Sedona, Arizona — City Attorney

OCTOBER 1995 - MAY 2015

Responsibilities included all aspects of managing the City's legal department, including: providing legal advice to the City Council and all city departments; representing and defending the City in civil litigation, managing outside counsel, mediating and negotiating various disputes and claims against the City, drafting ordinances, resolutions, contracts and other legal documents, supervising other attorneys and employees, preparation and monitoring of department budgets, prosecution of criminal cases, and playing a major role in resolving personnel issues. I managed a staff of up to four people.

SKILLS

Detailed knowledge and experience in municipal law and criminal law. Have litigated numerous felony and misdemeanor cases. Have experience as both a Superior Court and Municipal Court Judge.

AWARDS

Recipient, Law-Related Education Award, Arizona Bar Foundation, 1994.

Nominee for Arizona Prosecutor of the Year, 1990 and 1993

Founding participant, Arizona Constitutional Initiative Project for Victim's Rights, 1986.

Member of the State Bar of Arizona and authorized to practice in both State and Federal Courts.

EDUCATION

Brigham Young University

B.S. Degree, Business Management, 1977 Graduated Cum Laude

Arizona State University

Juris Doctorate 1981

Apache County Arizona — Deputy County Attorney

NOVEMBER 1985 - OCTOBER 1995

Responsibilities included prosecution of felony cases including homicide, sexual assault, child molestation, etc. Oversaw victim compensation program. Provided legal advice to the Board of Supervisors and Planning and Zoning Commission. Initiated numerous appeals to the Arizona Court of Appeals on a variety of civil and criminal issues. A partial list of reported cases I had direct responsibility for include: *State v. Richey*, 160 Ariz. 564, 774 P.2d 1354 (1989), *Apache County v. Superior Court*, 163 Ariz. 54, 785 P.2d 1242 (1989), *State ex rel. Udall v. Superior Court*, 163 Ariz. 462, 904 P.2d 1286 (1995) *State v. Zaman*, 187 Ariz. 81, 927 P.2d 347 (1996) *State v. Superior Court (Pawlowicz)* 195 Ariz. 555, 991 P.2d 258 (1999) *Apache County v. Superior Court In and For County of Maricopa*, 163 Ariz. 54, 785 P.2d 1242 (1989)

Private Practice, Phoenix, Arizona

1981-1985

Worked both as a sole practitioner and as an associate with various firms. Practiced in a variety of areas including bankruptcy, personal injury, family law, and commercial litigation.

References:

David Mackey, Presiding Judge, Yavapai County Superior Court

Jennifer Campbell, Justice, Arizona Court of Appeals.

Robert Brutinel, Chief Justice, Arizona Supreme Court



**CITY COUNCIL
AGENDA BILL**

**AB 2682
September 14, 2021
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible direction regarding the City's participation with the Yavapai County Broadband Final Mile Initiative.

Department	Economic Development
Time to Present	20 minutes
Total Time for Item	60 minutes
Other Council Meetings	N/A
Exhibits	A. PowerPoint Presentation from Yavapai County

City Attorney Approval	Reviewed 09/07/2021 KWC	Expenditure Required	
		\$	494,000 to \$690,600
City Manager's Recommendation	Partner with Yavapai County and the other local jurisdictions to pursue this broadband project and earmark up to \$690,600 of City funds to buy-in to the collaboration.	Amount Budgeted	
		\$	1,726,510 (FY22 portion)
		Account No. (Description)	18-5246-01-6761 (ARPA contingency)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Broadband is necessary infrastructure like roadways and other utilities. Connectivity is integral to residential, business, education, health, and quality of lives.

Diversifying Sedona's economy is necessary to the long-term health and sustainability of the community. The Economic Diversification Plan in 2020 identified numerous goals which the City can take to make significant progress in diversifying our local economy. This includes transformative projects such as broadband infrastructure improvements.

City staff has been pursuing regional partnerships to acquire funding and make progress on broadband improvements. This following proposed project is an opportunity to partner with the larger region and move ahead faster with broadband deployment in Sedona.

Proposed Yavapai County Final Mile Broadband Initiative:

Yavapai County proposes to leverage its existing middle mile to deliver high-speed broadband throughout the county within 12-18 months of the project's start. The purpose is to deliver Fiber to the Premises (FTTP) Technology with the detailed plan for the deployment of high-speed broadband to reach residents in all five Yavapai County Districts.

The broadband middle mile already exists in Yavapai County. In 2018, the county leveraged over \$1.8M of funding to build reliable, high-speed broadband to 74 schools and libraries within

Yavapai County. Because this infrastructure already exists, the proposed project is ready to be implemented.

There is federal and state funding available for broadband projects, but it is competitive funding with projects across the state and nation working on their applications. This project is ready to move forward and poised to receive additional public funds due to the ability to build on existing infrastructure, the regional nature of the proposal, and the leveraging of funds from multiple jurisdictions. Yavapai County is taking the lead to bring the various jurisdictions together, pursue the grant funding, develop and secure the necessary intergovernmental agreements, issuance of RFP(s) to solicit and select private sector provider(s).

Project Timeline and Details:

- Currently, Yavapai County staff and supervisors are engaging with the other municipalities in the county to present this opportunity and gain their buy-in and committed matching funds.
- By the end of September - Develop and Issue a Request for Proposal (RFP). By issuing an RFP, this creates a competition among ISP's or network providers. The premise behind the RFP will provide the guidelines to the following:
 - Provide high speed broadband in the form of fiber to every platted residential home and business in Yavapai County within 2 years.
 - Ensure every Local Convergence Point (LCP) is a Type 1 - single fiber feed without lease from other entities within 1 year
 - Provide plan for back-up coverage from the Central Switch Point to the LCP within 1 year.
 - Provide the framework for every platted residential home and business to receive high-speed internet at a minimum of 100/100 Mbps, with the ability to increase to over 10 Gbps (based on the individual agreement with the ISP).
 - Highlight the RFP will be awarded based on existing quality of service; completion of project within 2 years; ability to reach all locations in Yavapai County; illustrate a set price point for broadband usage that is economical for residents and business owners.
- Within 30-60 days of RFP Issued:
 - ISP's develop details for RFP.
 - RFP Subcommittee schedules date for RFP presentations. (Request guidance from BOS to determine membership of the RFP Subcommittee).
 - Prepared to award the RFP depending on cooperation with stakeholders and market conditions.
- Within Year 1 of RFP Award
 - Local governments to develop and implement policies establishing the presence of adequate broadband prior to new developments.
 - ISP(s) finalize wholesale distribution agreements.
 - Distribution cables, drop cables, and network access points are established.
 - Quarterly reports to the Yavapai County BOS, county administrators, and municipality leadership.
 - FTTP deployment and connection are established in communities and other county areas.

- Within Year 2 of RFP Award:
 - All LCP's are established as Type I carriers.
 - Quarterly reports to the Yavapai County BOS, county administrators, and municipality leadership.
 - Public service announcements and economic development marketing.
 - Substantial project completion.
- Beyond Year 2 of RFP Award:
 - Broadband is a utility just like water, electric and sewer/septic.
 - Through this project and our relationship with the ISP's, Yavapai County is postured to create policy to ensure any additional platted residential homes and businesses has a plan to provide broadband.

Projected Project Cost: The total project cost is estimated at over \$50M.

- \$20M – Yavapai County has committed \$20M of its American Rescue Plan Act (ARPA) funds to this project.
- \$6.12M – This represents municipalities matching fund contributions. Participating municipalities must contribute the value of 20% of their ARPA funds. For Sedona, the county has been working from an assumption that 20% of the City's ARPA allocation is \$494,000, based on the preliminary estimate of ARPA funding. Twenty percent of the final ARPA allocation is \$690,600. Since the county has been working from an assumption of a lower amount, the full 20% may not be necessary.
- Upwards of \$30M – The county is seeking grant funding from the Arizona Commerce Authority for this project.

Next Steps for Moving Forward:

The City will need to enter into an IGA with Yavapai County to provide the required matching funds of \$494,000 to \$690,600. At this time, the primary source of funding for this may come from the City's allocation of ARPA funds since this use aligns with the ARPA funding guidelines.

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.



Broadband in Yavapai County

(As of August 2021)

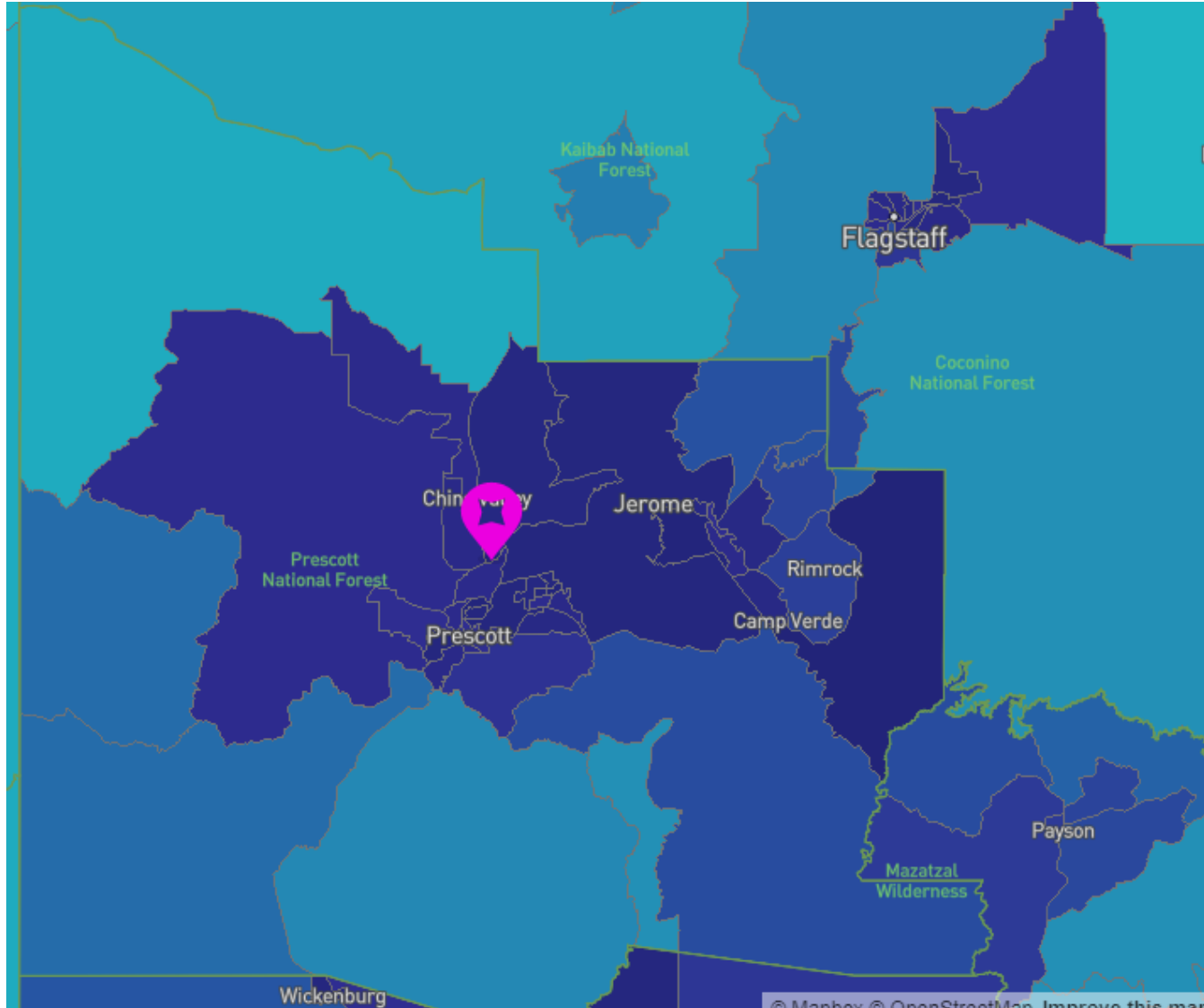
Agenda



- Current Broadband Situation in Yavapai County
- Middle Mile versus Final Mile
- Method to Accomplish
- Timeline
- BOS Guidance and Requests



Current Broadband Situation



Number of Fixed Residential Broadband Providers

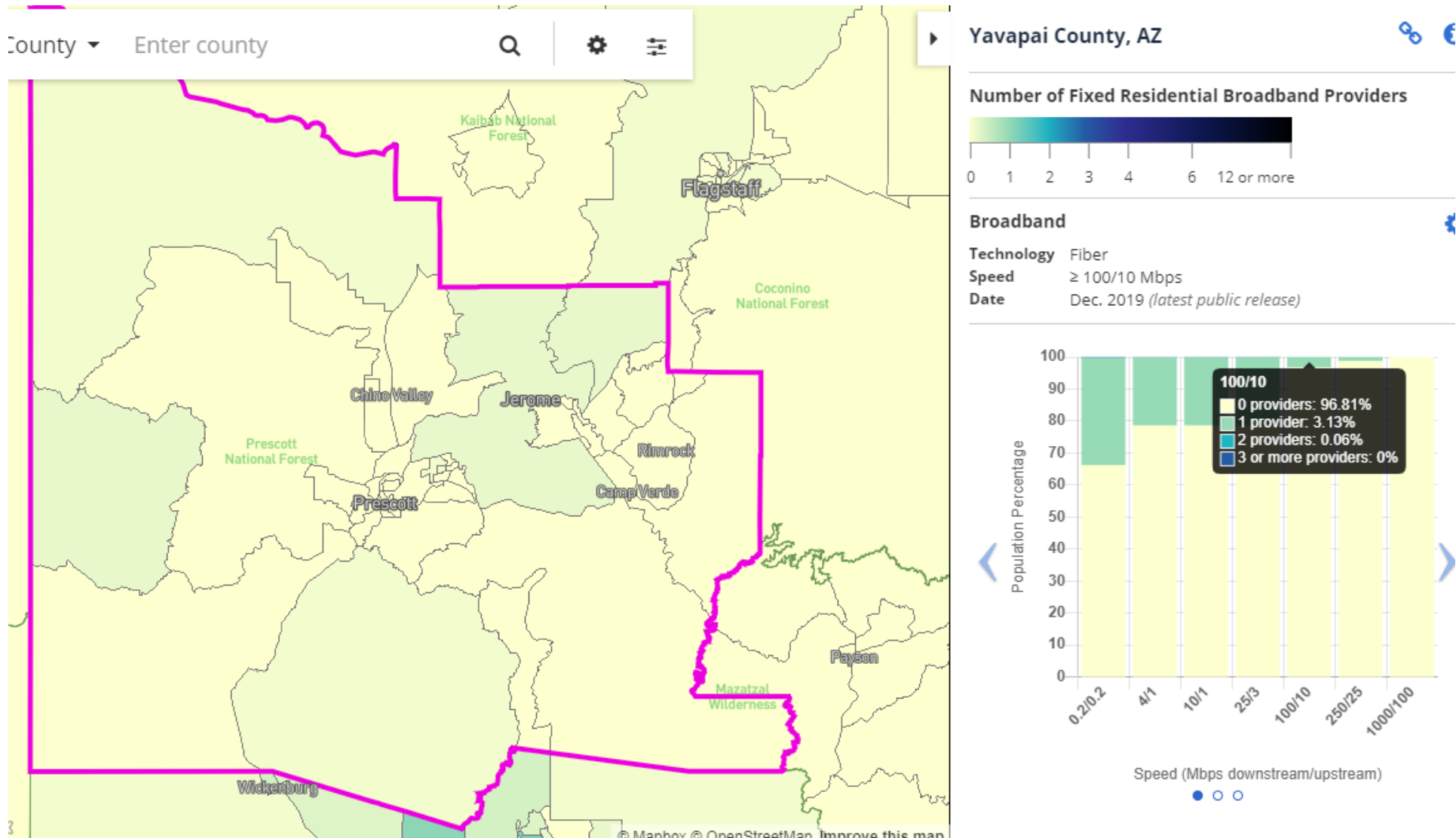


Broadband

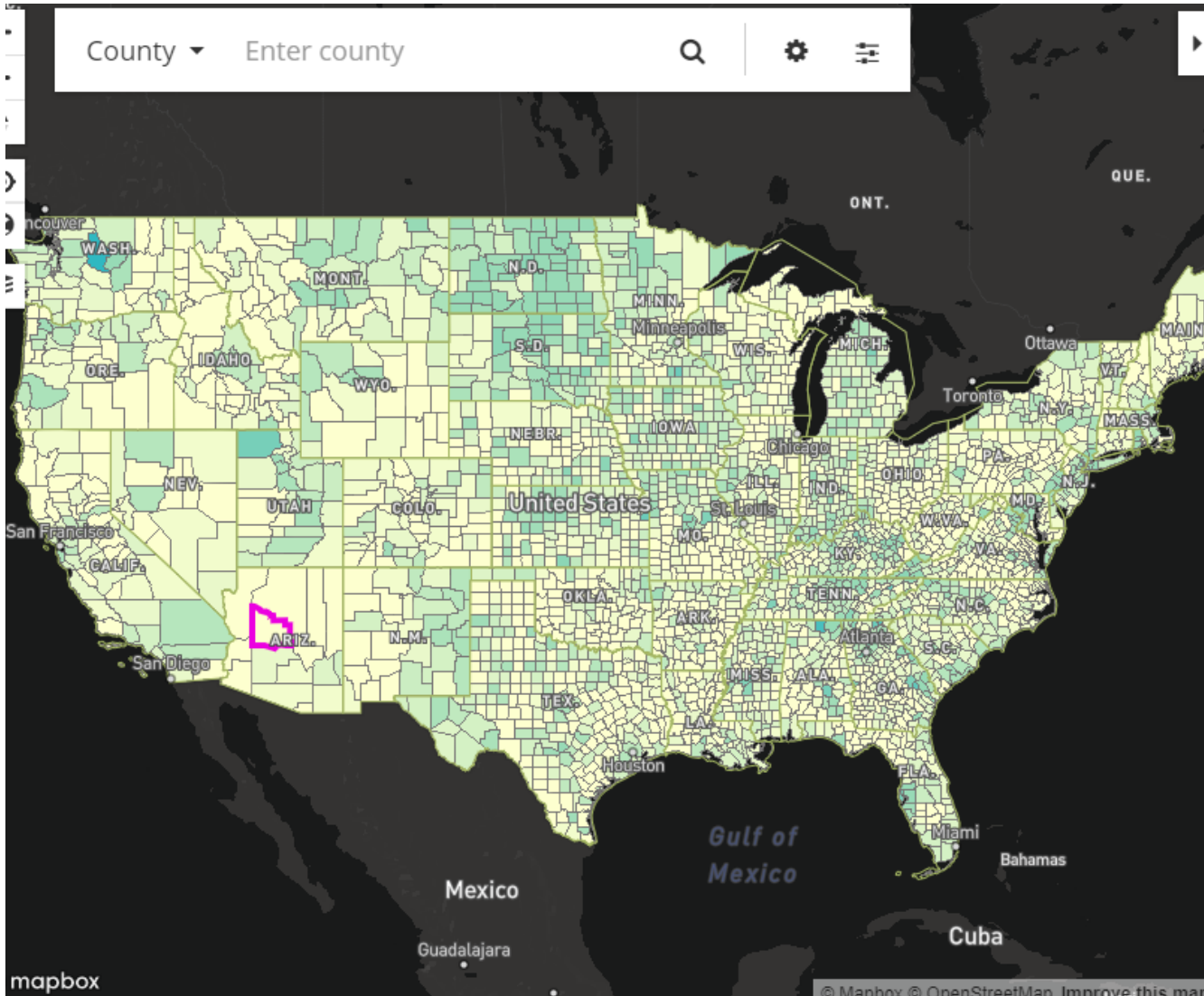
Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other
Speed ≥ 25/3 Mbps
Date Dec. 2019 (latest public release)

Provider	Tech	Down (Mbps)	Up (Mbps)
Cable One, Inc.	Cable	1000	50
ViaSat, Inc.	Satellite	100	3
CenturyLink, Inc.	ADSL	100	10
Bolt Internet Inc.	Fixed Wireless	25	5
Hughes Network Systems, LLC	Satellite	25	3
CenturyLink, Inc.	ADSL	7	0.896
VSAT Systems, LLC	Satellite	2	1.3

Current High-Speed Broadband Situation

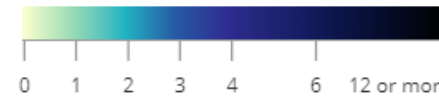


Nationwide High-Speed Broadband Situation



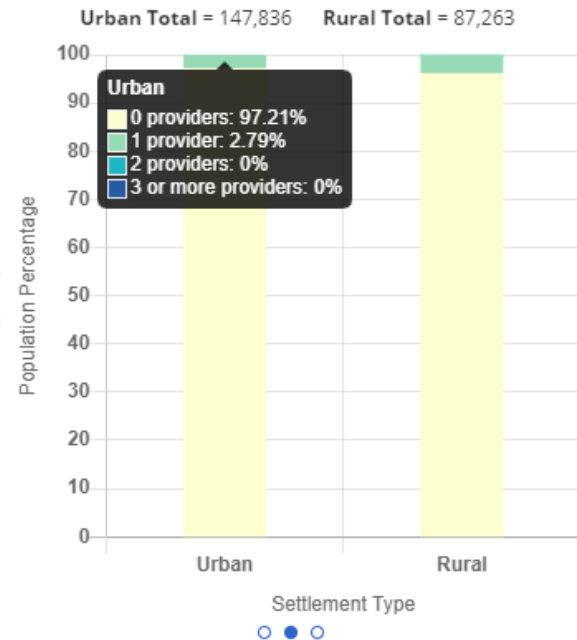
Yavapai County, AZ

Number of Fixed Residential Broadband Providers



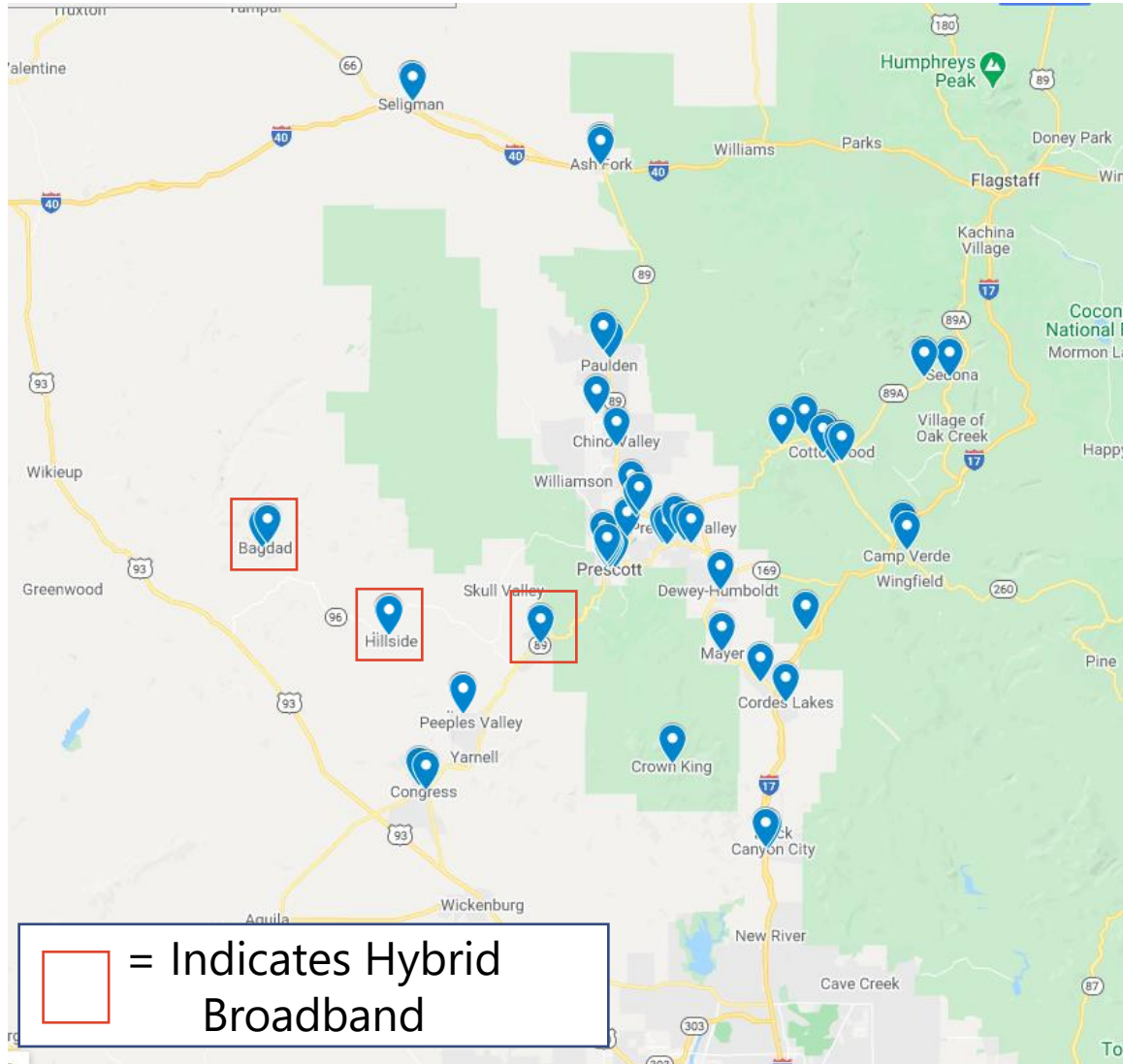
Broadband

Technology Fiber
 Speed $\geq 100/10$ Mbps
 Date Dec. 2019 (latest public release)





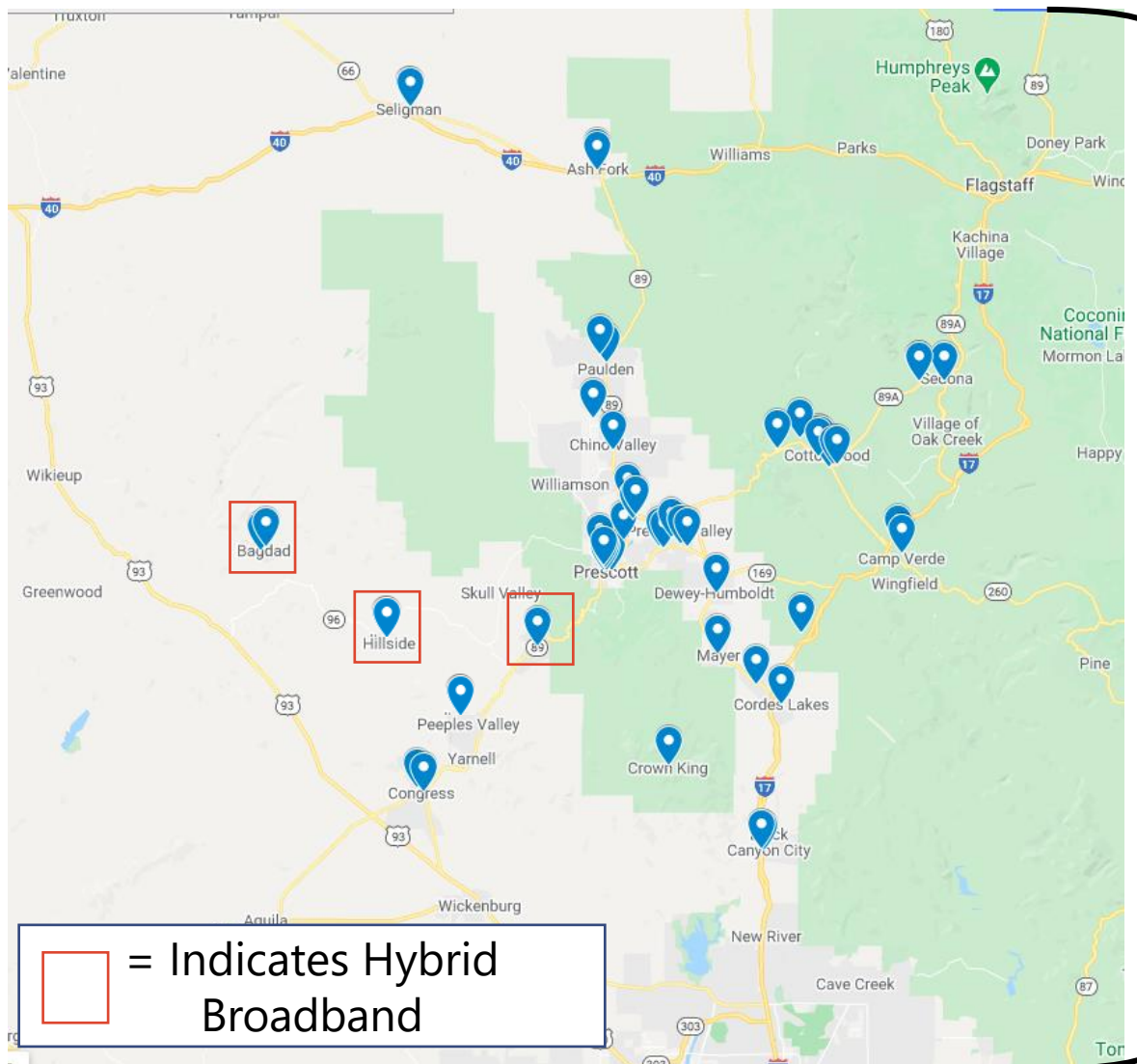
High-Speed Broadband Delivery to Schools and Libraries



- 74 Schools and libraries connected through high-speed internet
- Not all locations have dedicated fiber to location (hybrid)
- High-speed broadband delivery achieved through \$1.8Mil funding
- RFP awardee kicked in an additional \$1.7Mil to complete the work
- 87% price reduction!!!



High-Speed Broadband Delivery to Schools and Libraries

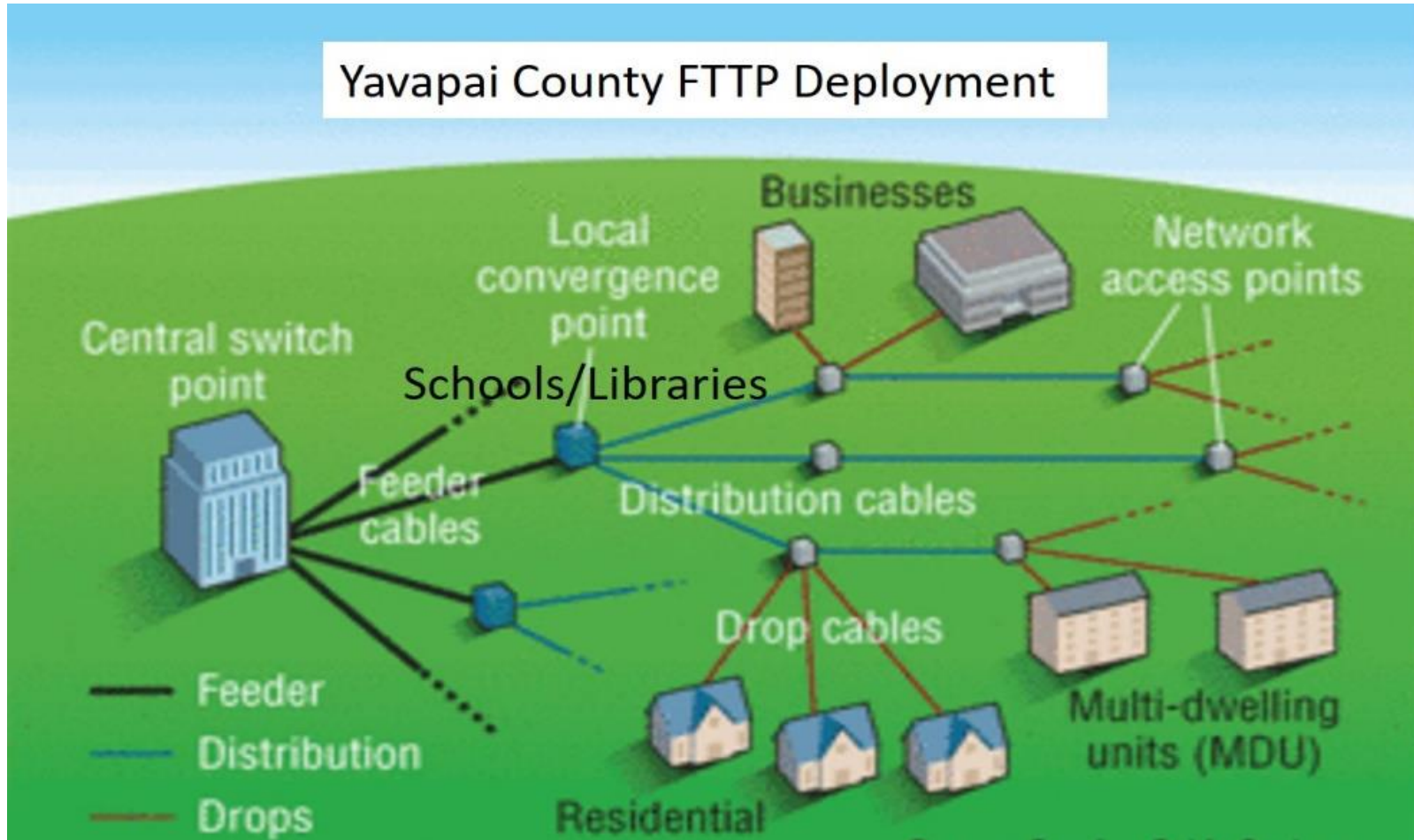


This is Yavapai County's Middle Mile!

Technology for Final Mile



Yavapai County FTTP Deployment



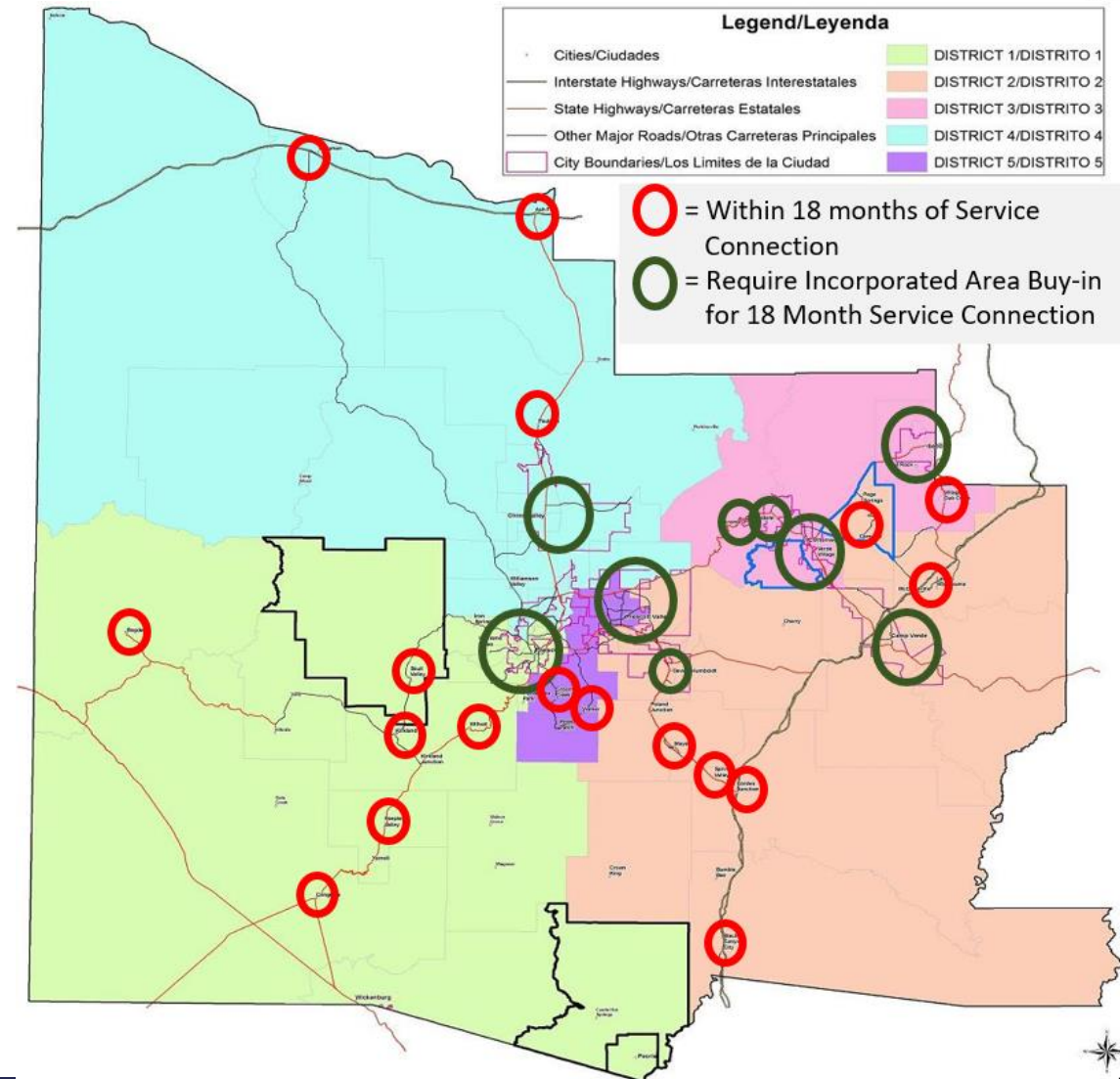
- Jerome: Proof of Concept has already occurred

- Population: 235,099
- Housing Units: 120,646
- Employer Establishments: 6,024
- Households with a broadband subscription: 82.2

Request from the BOS



- Within 18 Months of RFP Award
 - Emphasis to reach portions of each district (red circles)
 - Partnership with 9 municipalities (green circles)
- All other locations will be connected in remaining 6 months



Partnership with Municipalities



- Initial meetings: Prescott, Sedona, Cottonwood, Clarkdale, Camp Verde, Chino Valley, Dewey-Humboldt, Prescott Valley, Jerome
- Will conduct multiple follow-up engagements and presentations at City Council Meetings

2021-2022 ARP Funding to Yavapai County		
Municipality	Initial ARP Amount	Initiative Partnership Amount
Prescott Valley	\$11,100,000	\$2,220,000
Prescott	\$6,370,000	\$1,274,000
Chino Valley	\$2,950,000	\$590,000
Cottonwood	\$2,920,000	\$584,000
Camp Verde	\$2,670,000	\$534,000
Sedona	\$2,470,000	\$494,000
Clarkdale	\$1,050,000	\$210,000
Dewey-Humboldt	\$990,000	\$198,000
Jerome	\$110,000	\$22,000
TOTAL:		\$6,126,000



BOS Guidance and Request



- Go ahead to publish RFP
- Attendance at any incorporated and unincorporated meeting or function
- Support for the Final Mile Broadband Initiative
- Partnership with Incorporated Municipalities



Additional Questions?



**CITY COUNCIL
AGENDA BILL**

**AB 2691
September 14, 2021
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible direction regarding the Uptown Community Focus Area (CFA) Plan.

Department	Community Development
Time to Present	15 minutes
Total Time for Item	60 minutes
Other Council Meetings	June 23, 2021
Exhibits	None

City Attorney Approval	Reviewed 09/07/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	Pause additional work on the Uptown CFA and revisit the need to complete this and other CFAs as part of the Community Plan Update.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Initial planning for the Uptown CFA began in 2018, and although interrupted by the pandemic, the planning process continued until a full draft of the plan was released for public comment in the Spring of 2021. City Council was presented with the draft plan on June 23, 2021, and in July staff chose to pause the planning process to assess current circumstances as well as upcoming plans and projects in relation to the proposed CFA Plan.

This CFA Plan is in the final stages of review at a time of transition. After nearly two years of a pandemic, there have been changes to the economy, the community, and the environment. The Community Plan ten-year update will be launched next month with an assessment of the changing conditions and new community priorities.

Over the last two months staff has been discussing how the following factors may affect the relevancy of this draft plan today, and over the next ten years. The following issues were taken into consideration in determining the next steps for this CFA Plan:

- Short-term vacation rentals
- Increased tourism (in part due to changing trends and Covid-19 pandemic)
- Community sentiment towards new development

- The type and number of development proposals submitted in the last 4 months, and others expected in the next few months
- The experience of implementing other CFA Plans
- Planned projects in Uptown such as the Forest Rd extension, parking garage and future transit
- The update to the Community Plan that will determine community priorities for the next ten years.

Considering all these issues, staff has concluded that it may be in the community’s best interest to not finalize the plan at this time. The next steps for this CFA can be addressed during the Community Plan process.

Community Plan Consistent: Yes - No - Not Applicable

The draft CFA Plan is consistent with the Community Plan and is identified as CFA #7 (page 43), and completion of this specific area plan is listed as a first priority action item (page 55).

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

The Planning and Zoning Commission held a public hearing on May 18, 2021 and voted unanimously in favor of recommending adoption of the Draft Uptown CFA Plan to City Council.

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.



**CITY COUNCIL
AGENDA BILL**

**AB 2726
September 14, 2021
Regular Business**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible direction regarding operational changes within Sedona Recycles and possible resulting changes to the City's provider agreement with Sedona Recycles.

Department	City Manager's Office
Time to Present	10 minutes
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	A. Issue statement from Sedona Recycles

City Attorney Approval	Reviewed 09/07/2021 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	For discussion and direction.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Sedona Recycles held their quarterly board meeting on September 3, 2021. Several immediate issues were raised, including a COVID outbreak that has impacted staffing availability and shifts in recycling behavior that may necessitate major operational changes.

Because the City provides the main source of Sedona Recycles funding, their staff and Council Liaison Jon Thompson have requested to discuss these issues and possible recommendations for operational changes at a City Council meeting and seek Council input prior to making changes.

Sedona Recycles Board Chairman Doug Copp provided a written summary of these issues. It is included as Exhibit A.

Community Plan Consistent: Yes - No - Not Applicable

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and direction only.

The Board of Directors and staff of Sedona Recycles Inc (SRI) would like to request a change in materials accepted for recycling by SRI. We would like to discontinue recycling block Styrofoam (XPS) and mixed rigid plastic (MRP) for the following reasons:

XPS is only accepted at the recycle center, but despite our education efforts, we receive it at all our drop off sites comingled with cardboard. When the hauled load of cardboard is compressed in the truck, the XPS breaks up into small pieces that must be manually removed before baling the cardboard. At the recycle center, we hand feed XPS into a densifying machine to create dense logs that are palletized. It is a slow, tedious process. A pallet of XPS logs weighs approximately 800 pounds. In the past we were able to sell XPS for around \$100/ton, at our processing cost of about \$2000/ton. We have very limited yard space. The current 13 pallets of XPS stored in our yard have no prospective buyer. In addition to the processing and space liabilities, manually removing pieces of XPS (and trash) from the conveyor belt while baling cardboard (or any material) is a large source of staff frustration.

MRP is a similar problem. It is only accepted at the recycle center, but we receive it at all our drop off sites in the plastic mix. At the recycle center, MRP must be manually separated from the mix of bottles and cans because it is much too large to go up the small mixed materials sorting conveyor belt. MRP is stored in large cages until we have enough to produce a bale. MRP is hard on our baler because of its size and density. In the past we were able to sell MRP for around \$40/ton. We currently have 25 bales of MRP stored in our yard and no prospective buyer.

SRI has a trash capacity of 48 cubic yards/week that we pay Waste Management \$500/month to haul away. The increasing trash/non recyclables that we manually remove is exceeding capacity. In order to avoid the cost and space of additional capacity, we are densifying the trash by baling it.

In summary, our resources of yard space and labor, including staff morale, are stretching too thin. We believe that the solution is to stop the accepted flow of materials that may very well eventually end up in the landfill anyway.

The SRI board and staff realize that stopping the flow of XPS and MRP at the recycle center and our drop off sites will be a difficult task requiring time. We also realize that the flow of XPS and MRP will never go down to zero. Our goal is to improve the quality of material we receive, reduce our expenses, and improve the morale of our staff. Thank you for your consideration of this change in the materials accepted by SRI.



**CITY COUNCIL
AGENDA BILL**

**AB 2571
September 14, 2021
Regular Business**

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

Department	City Manager
Time to Present	10 minutes
Total Time for Item	15 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, March 9, 2021, March 23, 2021, April 13, 2021, April 27, 2021, May 11, 2021, May 25, 2021, June 8, 2021, June 22, 2021, July 13, 2021, July 27, 2021, August 10, 2021
Exhibits	None

City Attorney Approval	Reviewed 09/07/21 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.