

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

REVISED

TUESDAY, JANUARY 25, 2022

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 cityclerksdept@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 CITYCLERKSDEPT@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 =

- Minutes - January 4, 5 & 6, 2022 City Council Special Meeting - Council Retreat.
- Minutes - January 11, 2022 City Council Special Meeting - Executive Session.
- Minutes - January 11, 2022 City Council Regular Meeting.
- AB 2762 Approval of a recommendation regarding an application for a Series 9 Liquor Store Liquor License for Bashas' #28 located at 160 Coffee Pot, Sedona, AZ (File #169539).
- AB 2766 Approval of a Real Estate Purchase and Sale Agreement with the Loftus Family to purchase the right-of-way property and easements at 711 Forest Road (APN 401-38-003F) for the Forest Road Extension Project.

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 - None.

8. REGULAR BUSINESS




- AB 2750 Presentation/discussion with Yavapai College Verde Valley Dean Dr. Tina Redd regarding an update on activities and plans for the Verde Valley campuses and local programming.
- AB 2767 Discussion/possible action regarding an Underground Utility Easement for Arizona Public Service (APS) to allow the construction of Electric Vehicle Supply Equipment (EVSE) at Sunset Park.
- AB 2378 Discussion/possible direction regarding the Sedona In Motion transportation program and approval of a Resolution authorizing a cost-share agreement with Los Abrigados for the Brewer Road Connection Project.
- AB 2768 Discussion/possible direction regarding the Budget & Finance Overview including Revenue Projections.

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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- e. AB 2765 Discussion/possible action regarding proposed amendments to the Sedona City Council Rules of Procedures and Policies. 
- f. AB 2759 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona. 
- g. AB 2571 Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response. 
- h. Reports/discussion regarding Council assignments.
- i. 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: 01/20/2022

By: DJ

JoAnne Cook, 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 Meeting - City Council Retreat
The Hub at Posse Grounds Park
525 Posse Ground Road, Sedona, Arizona
Tuesday, January 4, 1:00 p.m.,
Wednesday, January 5, & Thursday, January 6, 2022, 8:00 a.m.

1. Call to Order

Mayor Moriarty called the meeting to order at 1:00 p.m.

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson, Councilor Jessica Williamson.

Staff in attendance (in person): City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Assistant City Manager/Director of Public Works/City Engineer Andy Dickey, Communications and Public Relations Manager Lauren Browne, Economic Development Director Molly Spangler, Community Development Director Jess McNeely, Management Analyst Megan McRae, Police Chief Charles Husted, Housing Manager Shannon Boone, Parks and Recreation Manager Dawn Norman, Sustainability Coordinator Bryce Beck, Deputy City Clerk Cherise Fullbright.

Staff in attendance (via Zoom): Director of Financial Services Cherie Wright, Director of Wastewater Roxanne Holland, Assistant Director of Public Works Sandy Phillips, IT Manager Chuck Hardy, Human Resources Manager Brenda Tammarine, Human Resources Specialist JoAnne Cook, Public Relations Coordinator Ron Eland, Building Permits Technician Patty Lewis, Plans Examiner I Rebecca Oium.

3. Special Business

a. Discussion/possible direction regarding the following:

i. Overview of Retreat Schedule

Presentation by Karen Osburn.

ii. Review of Status/Accomplishments/Next Steps for Existing Priorities including the following (Tuesday, January 4, 2022 beginning at 1:00 p.m.):

- 1. Traffic Improvements (SIM)**
- 2. Transit**
- 3. Affordable/Workforce Housing**
- 4. Sustainability/Climate Action**
- 5. Citizen Communication/Relations**
- 6. Manage Impacts from Short Term Rentals**
- 7. Economic Diversification**
- 8. Emergency Preparedness**
- 9. Trailhead Congestion/Impact to Neighbors**
- 10. Community Plan Update**

11. Home Rule 2022
12. Relocation of Municipal Court
13. Dells Land Use Planning
14. Stormwater Master Plan Update
15. Enterprise Resource Planning (ERP)
16. Sustainable Tourism
17. Posse Grounds Evaluation
18. Space Study
19. Updating Building Code

Break at 2:58 p.m. Reconvened at 3:09 p.m.

Presentations by Karen Osburn, Kurt Christianson, Joanne Keene, Andy Dickey, Robert Weber, Shannon Boone, Bryce Beck, Lauren Browne, Megan McRae, Molly Spangler, Chief Charles Husted, and Jess McNeely.

Questions and comments from Council.

Break at 6:41 p.m. Reconvened on January 5, 2022 at 8:02 a.m. with all Council present.

Presentation by Karen Osburn.

Questions and comments from Council.

By majority consensus, Council agreed that the existing priorities should proceed as is, with an emphasis on the following:

- **Traffic Improvements (SIM) – explore opportunities to add minutes to Flagstaff on DMS boards at General Crook Trail**
 - **Trailhead Congestion/Impact to Neighbors – actively work with Yavapai County and USFS on Dry Creek Road closures**
 - **Affordable/Workforce Housing - schedule a work session to discuss housing site and strategies, including what is appropriate for density and potential voucher programs**
 - **Dells Land Use Planning – shift to a formal Council priority, complete feasibility assessment, and then begin planning with no presumption of a specific use, including housing**
 - **Community Plan Update – shift to a formal Council Priority**
- iii. **Facilitated Session to Discuss Current Council Processes & Protocols, Council Relations, Council/Staff Relations, & Rules of Procedure (Projected for Wednesday, January 5, 2022 beginning at 8:00 a.m.)**

Break at 9:24 a.m. Reconvened at 9:32 a.m.

Break at 11:00 a.m. Reconvened at 11:04 a.m.

Break at 12:02 p.m. Reconvened at 12:26 p.m.

Break at 12:44 p.m. Reconvened at 12:51 p.m.

Break at 2:00 p.m. Reconvened at 2:12 p.m.

Break at 3:59 p.m. Reconvened at 4:09 p.m.

Presentation by Karen Osburn, Kurt Christianson, and Nicole Lance.

Questions and comments from Council.

Councilor Williamson left at 4:58 p.m.

Break at 5:05 p.m. Reconvened on January 6, 2022 at 8:02 a.m. with all Council present.

Presentation by Nicole Lance.

By majority consensus, Council agreed that the following changes should be made to the Rules of Procedure/Policy:

- **Taking a summer break the 2nd meeting week in July, with the 2nd meeting in August being flexible based on the League Conference date**
- **Removing the ‘Community Plan Consistent’ check box from Agenda Bills, but keeping the ‘Climate Action Plan/Sustainability Consistent’ check box**
- **Limiting agenda items sponsored by two Councilors to 15 minutes until the interest of 4 Councilors has been expressed through a majority vote to add the item to a future agenda**

**iv. Budget & Finance Overview including Revenue Projections
(Projected for Thursday, January 6, 2022 beginning at 8:00 a.m.)**

Presentation by Karen Osburn, Kurt Christianson, Joanne Keene, Andy Dickey, and Nicole Lance.

Questions and comments from Council.

By majority consensus, Council agreed that staff should proceed with a bond issuance to aid debt financing for upcoming capital improvement projects such as the Forest Road extension, the Uptown Parking Garage, and the Pedestrian Undercrossing at Oak Creek.

v. Possible/New City Council Priorities Discussion/Update; including the following: (Projected for Thursday, January 6, 2022)

- 1. Homelessness**
- 2. Environmental Impact Statement/Assessment of Off Highway Vehicles**
- 3. Evacuation Modeling & Evacuation Routes**
- 4. Police Department Body Cameras**
- 5. Brewer Road Ranger Station Park Buildout**
- 6. New Dedicated Sales Tax for Transit**
- 7. Chamber of Commerce & Tourism Bureau Contractual Relationship**
- 8. Andante Sidewalk/SUP**
- 9. Pickleball Courts**
- 10. Purchase of Cultural Park**
- 11. Real Estate Purchase Opportunities**
- 12. Employee Hiring & Retention**
- 13. Official Vision Statement Video**
- 14. Trail Access Based on Capacity Analysis.**

Break at 9:24 a.m. Reconvened at 9:34 a.m.

Break at 10:58 a.m. Reconvened at 11:09 a.m.

Break at 12:16 p.m. Reconvened at 12:51 p.m.

Break at 2:37 p.m. Reconvened at 2:54 p.m.

Break at 4:45 p.m. Reconvened at 4:50 p.m.

Presentations by Karen Osburn, Kurt Christianson, Joanne Keene, Andy Dickey, Dawn Norman, Chief Charles Husted, Nicole Lance, and SCC&TB Board of Directors Chairman Al Comello.

Questions and comments from Council.

By majority consensus, Council agreed that all the items, apart from the Vision Statement & Dedicated Sales Tax for Transit, should be added to the list of Council Priorities and proceed as follows:

- **Homelessness – while a full-blown City program cannot be pursued at this time, opportunities for the City to support or collaborate with local non-profits or others providing services to the homeless should be considered where possible**
 - **Evacuation Routes – will not design or build any new roads not already on this list this year but will begin to identify areas where secondary or tertiary routes are needed for evacuation purposes to be considered for a future capital program**
 - **Andante Sidewalk/SUP – complete Dry Creek Road and start planning and outreach for Andante**
 - **Brewer Road Ranger Station Park Buildout – accelerate by a couple years**
 - **Pickleball Courts – build 8 dedicated, lighted pickleball courts at Posse Grounds Park**
 - **Environmental Impact Statement/Assessment of Off Highway Vehicles – pursue an EIS for OHVs to include preparation of a decision package to add funding to next year’s budget**
 - **Real Estate Purchase Opportunities – add money for property acquisition in next year’s budget, identify strategic opportunities**
 - **Rescind the CFAs that contain lodging components with the possible exception of the Schnebly Hill CFA**
 - **Purchase of Cultural Park – pursue purchase of the cultural park**
 - **Evacuation Modeling – complete pilot evacuation modeling focused on Uptown Sedona**
 - **Chamber of Commerce & Tourism Bureau (SCC&TB) Contractual Relationship – continue a pause on destination marketing. Additionally, Councilors Kinsella, Lamkin, and Ploog volunteered to create a subcommittee to explore the contract in depth with SCC&TB then come back to Council with a recommendation on how to proceed**
- vi. **Establishment of the 2022-2023 Work Program (Projected for Thursday, January 6, 2022)**

Presentation and overview by Karen Osburn.

Questions and comments from Council.

- vii. **Items not completed on Tuesday, January 4, 2022 will be carried over to Wednesday, January 5, 2022 and Thursday, January 6, 2022, beginning at 8:00 a.m. each day.**

4. Adjournment

Mayor Moriarty adjourned the meeting at 5:10 p.m. on January 6, 2022.

I certify that the above are the true and correct actions of the Special City Council Retreat held on January 4, 5, & 6, 2022.

Cherise Fullbright, Deputy City Clerk

Date

**Action Minutes
Special City Council Meeting
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, January 11, 2022, 3:45 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 3:45 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.

Staff in attendance: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Deputy City Clerk Cherise Fullbright, City Clerk JoAnne Cook.

3. Special Business

Motion: Councilor Kinsella moved to enter into Executive Session at 3:47 p.m. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

- a. **Discussion and consultation to consider its position and instruct its attorneys and designated representatives regarding contract negotiation and negotiations for the purchase, sale or lease of real property located northwest of the intersection of SR89A and Cultural Park Place. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(4) & (7).**

Reconvened in open session at 4:13 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 4:13 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on January 11, 2022.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, January 11, 2022, 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.

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Engineer/Assistant City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Financial Services Cherie Wright, Arts & Culture Coordinator Nancy Lattanzi, Assistant City Manager/Director of Public Works Andy Dickey, Public Relations Coordinator Ron Eland, Deputy City Clerk Cherise Fullbright, City Clerk JoAnne Cook.

2. City's Vision/Moment of Art

The City's Vision video was played.

Nancy Lattanzi introduced musicians Gina Machovina and Alberto Hinojoza. They performed the songs, Emerson, Lake & Palmer's, *"From the Beginning"* and the classic *"Love Song"*.

3. Consent Items

- a. **Minutes - December 14, 2021 City Council Special Meeting - Executive Session.**
- b. **Minutes - December 14, 2021 City Council Regular Meeting**
- c. **AB 2764 Approval of an appeal of the Final Judgment and Order of the Coconino County Superior Court in Case No. CV 2019-00120, Vincent McGeary vs. City of Sedona.**

Motion: Councilor Williamson moved to approve the consent agenda items. Seconded by Councilor Lamkin. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

4. Appointments – None.

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

Vice Mayor Jablow advised the JQ Basketball Training Clinic will begin on February 6th at the West Sedona School Gymnasium for first through 12 grade students, the cost is \$25, online registrations begin February 2nd; Grasshopper Basketball League is under way every Saturday at the West Sedona School Gymnasium; Yappy Hour every Thursday 9:00 a.m. – 10:00 a.m. at the Posse Grounds multi-use field; open gym Tuesdays and Thursdays 7:00 p.m. - 9:00 p.m. at West Sedona School Gymnasium, the fee is \$2; and private tennis lessons are available on Mondays and Wednesdays at the tennis courts at

Posse Grounds Park. Vice Mayor Jablow thanked Parks and Recreation Manager Dawn Norman for providing updates.

6. Public Forum – None.

7. Proclamations, Recognitions, and Awards – None.

8. Regular Business

a. AB 2758 Presentation/discussion regarding the Annual Audit findings and Annual Comprehensive Financial Report (ACFR) for the City of Sedona for Fiscal Year 2020-21.

Presentation by Cherie Wright and Sandy Constrom of CliftonLarsonAllen LLP.

Questions and comments from Council.

Presentation and discussion only. No action taken.

b. AB 2757 Discussion/possible action regarding approval of award of a contract for Curbside Yard Waste Collection to Eco Green Services, LLC, DBA Arborist Standards Tree Care in the approximate amount of \$102,000.

Presentation by Andy Dickey and Ryan Hayes.

Questions and comments from Council.

Motion: Councilor Lamkin moved to approve award of a contract with Arborist Standards for Curbside Yard Waste Collection in an amount not to exceed \$102,000, subject to approval of a written contract by the City Attorney's Office. Seconded by Councilor Kinsella. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

c. AB 2759 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

Presentation by Joanne Keene and Kurt Christianson.

Questions and comments from Council.

By majority consensus, Council directed staff to continue to support the two bills for the repeal of SB 1350 to restore local control of short-term rentals. Council also directed staff to continue to support the League of Cities and Towns' short-term rental working group and to continue discussion with legislators interested in assisting Sedona with its unique short-term rental issues.

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

Presentation by Karen Osburn.

Presentation and discussion only. No action taken.

e. Reports/discussion regarding Council assignments

Mayor Moriarty advised she has been attending the meetings of Sustaining Flows, a working group on the Verde River. She said their main issue is Arizona regulates

surface water and not ground water, except in active management areas (Sedona is not in an active management area), and the other issue is sub flow which is related to well drilling and defining an area between surface water and ground water areas. She said the organization may provide an update to Council if there is interest.

f. Discussion/possible action regarding future meeting/agenda items – None.

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 6:29 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on January 11, 2022.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 2762
January 25, 2022
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 9 Liquor Store Liquor License for Bashas' #28 located at 160 Coffee Pot, Sedona, AZ (File #169539).

| | |
|-------------------------------|--|
| 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 1/18/22 KWC | Expenditure Required | \$ 0 |
| City Manager's Recommendation | Recommend approval of a Series 9 Liquor Store Liquor License for Bashas' #28 located at 160 Coffee Pot, Sedona, AZ (File #169539). | 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 received an application for a Series 9 Liquor Store Liquor License for Bashas' #28 located at 160 Coffee Pot, Sedona, AZ (File #169539). The application is available for review and inspection in the City Clerk's office or by email.

A series 9 liquor store license is a "quota" license available only through the Arizona Liquor License Lottery or for purchase on the open market. Once issued, the liquor store (series 9) license allows a retail store to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises (off-sale). A retail licensee with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections regarding its approval were noted.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Recommend denial of a Series 9 Liquor Store Liquor License for Bashas' #28 located at 160 Coffee Pot, Sedona, AZ (File #169539). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a Series 9 Liquor Store Liquor License for Bashas' #28 located at 160 Coffee Pot, Sedona, AZ (File #169539).



**CITY COUNCIL
AGENDA BILL**

**AB 2766
January 25, 2022
Consent Items**

Agenda Item: 3e
Proposed Action & Subject: Approval of a Real Estate Purchase and Sale Agreement with the Loftus Family to purchase the right-of-way property and easements at 711 Forest Road (APN 401-38-003F) needed for the Forest Road Extension Project.

| | |
|-------------------------------|---------------|
| Department | City Attorney |
| Time to Present | N/A |
| Total Time for Item | |
| Other Council Meetings | None |
| Exhibits | A. Agreement |

| | | | |
|--------------------------------------|--|---|--|
| City Attorney Approval | Reviewed 1/18/22 KWC | Expenditure Required | |
| | | \$ 26,000 | |
| City Manager's Recommendation | Approve the Real Estate Purchase and Sale Agreement with the Loftus family for the purchase of the right-of-way property and easements needed for the Forest Road Extension Project in the amount of \$26,000.00 | Amount Budgeted | |
| | | \$ 1,352,851 (remaining balance for land acquisition) | |
| | | Account No. 22-5320-89-6872 (Forest Road Connection) | |
| | | Finance Approval <input checked="" type="checkbox"/> | |

SUMMARY STATEMENT

Background:

The new portion of Forest Road will connect with SR 89A west of the post office. The street will include a shared-use bike/walk pathway. A 2018 survey of Uptown residents found 78 percent supported building the extension. It will allow Uptown residents to bypass the two roundabouts at Brewer/Ranger roads and the Y and serve as an additional ingress/egress route for emergency responders and emergency evacuation. There is currently only one ingress/egress route between Uptown Sedona and the rest of the City.

Public Works is currently advertising the Project for bid by the end of September and bringing the recommended award of the contract to City Council on February 22, 2022. Construction is planned to begin in March and to take roughly one year. Depending on the start of construction, the new road is expected to open in March 2023.

In all, 11 parcels, owned by 9 separate entities/individuals are directly affected by the Project. The Loftus family owns one of the affected parcels. After negotiations, the Loftus family

agreed to an offer to purchase the needed right-of-way and easement resulting in the Real Estate Purchase and Sale Agreement attached as **Exhibit A** to this Agenda Bill. This Agreement secures the necessary property from one of the 11 parcels (APN 401-38-003F). As part of the Agreement, the Loftus Family will provide the City with a Warranty Deed for the needed right-of-way and a temporary construction easement. Title and escrow services for the transaction will be provided by Empire West Title Agency with the closing to occur no later than February 25, 2022.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve the Real Estate Purchase and Sale Agreement with the Loftus family for the purchase of the right-of-way property and easements needed for the Forest Road Extension Project in the amount of \$26,000.00, subject to approval of the City Attorney.

REAL ESTATE PURCHASE AND SALE AGREEMENT

SELLER: James B. Loftus and Cathy Loftus husband and wife, as community property with rights of survivorship.

BUYER: City of Sedona, an Arizona municipal Corporation

ESCROW AGENCY: Empire West Title Agency

PROPERTY / EASEMENT: A portion of Real Property located near 711 Forest Road, Sedona, AZ 86336 (APN# 401-38-003F) and a Temporary Construction Easement as more fully described in Exhibits A and B.

This Real Estate Purchase and Sale Agreement (“Agreement”) is made and entered into by and between the **City of Sedona**, an Arizona municipal corporation (“Buyer”) and **James B. Loftus and Cathy Loftus** (“Seller”), upon the date signed below (the “Effective Date”).

RECITALS:

Whereas, Seller is the owner of a parcel of real property on Forest Road in the City of Sedona generally known as 711 Forest Road and more particularly described as Coconino County Assessor’s Parcel No. 401-38-003F, more fully described in Docket 3931332, records of Coconino County, Arizona (the “Parcel”); and

Whereas, Buyer desires to purchase a portion of the parcel for right of way purposes (the ROW Acquisition) as legally described in Exhibit “A” (“Warranty Deed, APN 401-38-003F”) which Exhibit A is incorporated herein by this reference; and

Whereas, Buyer also desires to purchase a temporary construction easement, on the parcel (the “Easement”) and legally described in Exhibit “B” (“Temporary Construction Easement, APN 401-38-003F”), which Exhibit B is incorporated herein by this reference; and

Whereas, jointly the ROW Acquisition and the Easement, as legally described in Exhibits A and B, shall be called, the “Property”; and

Whereas, Seller desires to sell the Property to Buyer and Buyer agrees to purchase the Property in accordance with the terms and conditions set forth herein for a public purpose.

AGREEMENT:

Now, therefore in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. **Incorporation of Recitals.** The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.

2. **Sale of Property.** Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller upon the terms and conditions set forth herein. Seller hereby irrevocably disclaims, waives and releases any and all claims against Buyer arising in connection with or related to this Agreement and any of the transactions contemplated by this Agreement.

3. **Purchase Price.** The Purchase Price for the Property shall be \$26,000.00 to be paid in full upon the Close of Escrow.

4. **Escrow Agent and Real Estate Report.**

(a) Buyer and Seller agree to employ Empire West Title Company as the Escrow Agent to handle the Escrow.

(b) Buyer agrees to purchase a standard owner's title policy for the Property in the Escrow Agent's standard form and to pay the cost to record the Warranty Deed and Easement in favor of Buyer in the form of Exhibits A and B. Buyer shall pay for any extended form of title insurance coverage as determined and requested by Buyer.

(c) Immediately following the Effective Date, Seller shall instruct the Escrow Agent to deliver to Buyer, at Buyer's expense, if any: (i) a preliminary title report for a standard coverage owner's policy of title insurance for the Property setting forth the current status of title ("Title Report"); (ii) copies of all items appearing as exceptions to the title insurance coverage; and (iii) an estimate of the additional charges required by Escrow Agent to upgrade the title insurance coverage in an extended form.

(d) Seller agrees Buyer shall be entitled to object to any matters disclosed by the Title Report, by delivering written notice of objection (a "Title Objection Notice") to Seller and Escrow Agent no later than five (5) days from Buyer's receipt of the Title Report. Any Title Objection Notice delivered by Buyer shall specify in reasonable detail any matter to which Buyer objects (the "Title Objection(s)"). If Escrow Agent subsequently issues any amendment to the Title Report disclosing any additional title matters, changes in the legal description, or additional requirements of Buyer, or if any revision to a survey procured by Buyer discloses any additional matter(s) affecting the Property, then Buyer shall be entitled to object to any such newly discovered matter by delivering a Title Objection Notice to Seller and Escrow Agent on or before five (5) business days after Escrow Agent has delivered to Buyer the amendment to the Title Report and any Schedule B items, if applicable (or Buyer has received the revision to a survey). If Buyer fails to deliver a Title Objection Notice objecting to any matter set forth in the Title Report or any survey (or any subsequent amendment thereto) within the time period required under this Section 4(d), Buyer shall be deemed to have approved the

matter as of the last day of that time period. All matters to which Buyer has not objected to are referred to in this Agreement as the "Permitted Exceptions."

(e) If Buyer timely delivers a Title Objection Notice, then Seller shall notify Buyer on or before the date that is five (5) days after Seller's receipt of the Title Objection Notice that either (i) the Title Objection(s) have been removed from the Title Report by Escrow Agent such that the Title Objection(s) no longer affects or encumbers the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (ii) Seller irrevocably commits prior to Closing to cause Escrow Agent to remove objectionable items from the Title Report such that the Title Objection(s) no longer affect or encumber the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (iii) Seller is unable or unwilling to have the Title Objection(s) removed. If Seller fails to provide such notice to Buyer within the time period required under this Section 4(e), it shall be deemed that Seller is unwilling to cure the Title Objection(s). If Seller timely notifies Buyer (or fails to notify Buyer within the time period) that it is unable or unwilling to have the Title Objection(s) removed or is otherwise unable or unwilling to cure the Title Objection(s) to Buyer's satisfaction, then Buyer, by delivering written notice to Seller no later than five (5) days following Seller's notice to Buyer and Escrow Agent (or the date set as the deadline for Seller to deliver such notice to Buyer and Escrow Agent) in accordance with this Section 4(e), may elect either: (A) as Buyer's sole remedy hereunder, to terminate this Agreement and receive the entire sums deposited with the Escrow Agent (and any interest earned thereon) and thereafter the parties shall have no further rights or obligations under this Agreement except those rights which specifically survive termination; or (B) waive such objections and take title as it then is (subject to, and the Closing is expressly conditioned upon, removal of any other Title Objection(s) that Seller has agreed to cause to be removed from the Title Report and/or cured as provided hereinabove), in which event all title Objection(s) not removed from the Title Report and cured as provided above will thenceforth be deemed Permitted Exceptions; and this Agreement shall remain in full force and effect. The failure by Buyer to timely elect either clause (A) or (B) above shall be deemed Buyer's election to proceed with clause (A) above.

(f) Notwithstanding anything to the contrary contained in this Agreement, at or before the Close of Escrow, and without the need for Buyer to object to same in its Title Objection Notice, Seller shall remove all financing encumbrances; mechanics', materialmen's and supplier's liens; judgment liens; federal or state income or sales tax liens; and lis pendens on the Property without cost to Buyer. Seller may not allow additional liens or encumbrances to be placed upon the Property after the Effective Date. The Purchase Price proceeds shall first be applied by Escrow Agent to pay off any and all financing encumbrances or any of the foregoing liens before any remaining Purchase Price proceeds are released to Seller on the Closing.

(g) Buyer's obligation to purchase the Property, to pay the Purchase Price therefore, and otherwise to close the Escrow is subject to Title Insurer being unconditionally committed to issue at the Close of Escrow to Buyer, as the insured, a standard owner's title policy and any requested extended coverage owner's policy of title

insurance for the Property (with no exception for mechanics' liens or similar encumbrances) in the amount of the Purchase Price, subject to only the Permitted Exceptions with such title endorsements as Buyer shall require (the "Title Policy"). Seller and Buyer shall each execute, acknowledge (if applicable), and/or deliver to Escrow Agent prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance of the Title Policy.

(h) Buyer agrees to pay on, or before, the Close of Escrow to the Escrow Agent the standard closing costs and escrow fees for a commercial real estate transaction as determined by the Escrow Agent. Buyer and Seller shall timely execute or provide any documentation required by the Escrow Agent to close the sale and purchase of the Property.

(i) This Agreement may be supplemented by the printed Escrow Instructions to which it is attached and shall be construed together with the Escrow Instructions as a single document; in the event of any inconsistency between any provision in this Agreement and an provision in the Escrow Instructions, the provision in this Agreement shall prevail. Upon the execution of the Escrow Instructions and this Agreement by Seller and Buyer, the same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

5. Survey, Engineering, Inspection and Due Diligence. Seller agrees that prior to the Closing, Buyer may conduct and complete any additional inspections or tests of the Property and conduct any other due diligence of the Property, without limitation, which Buyer determines is necessary for Buyer's intended use of the Property for industrial/commercial development (the "Inspection Period"). Buyer agrees to pay for any additional inspections, tests and due diligence of the Property Buyer desires to procure in its discretion. Buyer shall be responsible to restore the Property to its original condition upon the completion of any additional inspection, test, or other due diligence of the Property. If during the Inspection Period, Buyer determines in its sole discretion that any survey, inspection, test, or other due diligence of the Property is unacceptable for Buyer's intended use, Buyer may, upon written notice to Seller and the Escrow Agent, terminate this Agreement, but subject to the right to Seller's equal contribution for the payment of any surveys, engineering or related work previously agreed to by the parties completed as of such date as to the Property.

6. Close of Escrow. Buyer and Seller agree to the Close of Escrow upon Buyer's acceptance of the Closing Conditions set forth in Section 7 ("Closing" or "Close of Escrow"), in any event, not later than **February 25, 2022.**

7. Closing Conditions. Seller and Buyer agree Buyer's obligation to purchase the Property is contingent upon Buyer's approval of, and the occurrence of, each of the following conditions:

(a) Buyer and Seller agree that no commission shall be paid.

Seller agrees that in the event any of the foregoing conditions are not satisfied on or before the Close of Escrow, other than conditions subsequent, Buyer may upon written notice to Seller elect to immediately terminate this Agreement and shall be entitled to a refund of any Earnest Money Deposit from the Escrow Agent upon providing a copy of such written notice to the Escrow Agent.

8. Seller's Representations. Seller represents the following to Buyer:

(a) Except from Buyer, Seller has not received notice of any pending condemnation or similar proceeding affecting the Property, or any portion thereof, and Seller, to the best of its knowledge, is not aware of any threatened condemnation or similar proceedings affecting the Property, or any portion thereof.

(b) To the best of Seller's actual knowledge, the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law, ordinance or regulation including, without limitation, any relating to environmental conditions, in, at, on, under or about the Property including, but not limited to, soil and ground water conditions and that neither Seller nor, to the best of Seller's actual knowledge, any third party has used, generated, manufactured stored or disposed in, at, on, under or about the Property or transported to or from the Property any hazardous waste, toxic substances or related materials except in accordance with applicable law; and, to the best of Seller's actual knowledge, there is not now nor has there even been on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electric transformers or other equipment.

(c) There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Seller.

(d) Seller has not previously taken any action and will not take any action, which would cause any lien or claim of lien to be made against the Property under the mechanics' and materialman's lien laws of the State of Arizona.

(e) Seller has not received any notifications from any governmental authority having jurisdiction over the Property requiring any work to be done on the Property or alleging any violation of law with respect to the Property.

(f) Seller has no actual knowledge of any claims, administrative actions or lawsuits pending or threatened against the Property, other than from the Buyer.

(g) Seller has no actual knowledge of any parties in adverse possession of the Property or of any prescriptive rights or unrecorded easements upon or across the Property, or any portion thereof.

(h) Seller is not aware of any agreements or leases relating to the Property other than those identified as "Closing Conditions" in Section 7 herein.

(i) Seller represents that to the best of its actual knowledge, any documents, information and records provided by Seller to Buyer in connection with the transaction contemplated herein contain true and accurate information.

(j) Seller is not required to obtain the approval or consent of any other person or entity to execute this Agreement or to perform Seller's obligations under this Agreement.

9. Buyer's Representations. Buyer represents the following to Seller:

(a) Buyer has full authority to execute this Agreement.

(b) Buyer is not aware of any adverse actions against Buyer that would limit or impair Buyer's right to perform its obligations under this Agreement or upon the Close of Escrow.

10. Survival of Representations. The representations of Seller and Buyer as set forth in Sections 8 and 9 shall survive the Close of Escrow and shall not merge with the Warranty Deed or Easement.

11. Real Estate Brokerage. Buyer and Seller affirm neither party has contracted with, retained or otherwise employed a real estate broker relative to this Agreement. Buyer and Seller agree if any real estate broker asserts or claims the payment of a real estate commission or fees relative to this Agreement the party who contracted with such broker shall be responsible for the payment of such commission or fees and shall forever defend, indemnify and hold harmless the other party from such claim.

12. Title. Seller agrees to transfer the title to the Property to Buyer upon the Close of Escrow in a form substantially similar to those in Exhibits A and B, without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

13. Taxes and Assessments. All real and personal property taxes and any assessments against the Property shall remain the responsibility of the Seller.

14. Closing Documents.

(a) Seller's Closing Documents. By the Close of Escrow, Seller shall deposit with the Escrow Agent the following documents for delivery to Buyer at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. Warranty Deed, APN 401-38-003F and Temporary Construction Easement APN 401-38-003F for the Property substantially in the form attached in Exhibits A and B;
- ii. An Affidavit of Value for the Property as required by law;
- iii. The standard owner's title policy required;
- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

(b) **Buyer's Closing Documents.** On, or before, the Close of Escrow, Buyer shall deposit with the Escrow Agent the following documents for delivery to Seller at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. An Affidavit of Value for the Property as required by law;
- ii. The Non-Foreign Affidavit as required;
- iii. Appropriate evidence of due authorization and proper formation of Buyer;
- iv. Such additional extended coverage and endorsements as requested by Buyer, at Buyer's expense; and
- v. Such documents and monies as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

15. Possession; No Assumption of Seller's Liabilities. Upon Close of Escrow, Seller shall deliver possession of the Property to Buyer. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller.

16. Seller's Default. In the event Seller fails to perform upon the Close of Escrow, and if Buyer is not otherwise in default under any term or provision of this Agreement, Buyer may elect to proceed with any remedy available to Buyer under Arizona law, including, but not limited to an action for specific performance.

17. Buyer's Default. In the event Buyer fails to perform upon the Close of Escrow, and if Seller is not otherwise in default under any term or provision of this Agreement, Seller may elect to proceed with any remedy available to Seller under Arizona law, including, but not limited to an action for specific performance.

18. Notices.

(a) Notices shall be in writing and shall be given by personal or air courier service delivery to a responsible person, by telephone facsimile, by email, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Seller and Buyer at the following or at such other address as a party may designate to the other in writing:

Seller:

James B. Loftus and Cathy Loftus
4590 Wolff Street
Denver, CO 80212

Buyer:

City of Sedona
c/o City Attorney
102 Roadrunner Dr.
Sedona, Arizona 86336

With a copy to:

Gina Miller, Branch Manager, Sr. Escrow Officer
Empire West Title Agency
3000 West State Route 89A, Suite 2000
Sedona, Arizona 86336
gmiller@ewtaz.com

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail; and

(b) Copies of all notices shall also be given to Escrow Agent by regular mail.

19. Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

20. Governing Law. Seller and Buyer agree this Agreement shall be interpreted under the laws of the State of Arizona and not elsewhere.

21. Attorney's Fees. If either party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorneys' fees and costs, said sum to be fixed by a court of competent jurisdiction.

22. Jurisdiction; Venue; Waiver of Jury Trial. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Coconino and not elsewhere. Each party specifically submits itself to the jurisdiction of said Court and waives any objection to venue. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

23. Waiver. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

24. Time is of the Essence. Time is of the essence of this Agreement and each provision hereof.

25. Entire Agreement. This document constitutes the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties.

26. Drafts Not an Offer. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties will not be legally bound in any manner with respect to a purchase and sale of the Property unless and until each of Seller and Buyer have duly executed this Agreement and the Parties have delivered that fully executed Agreement to Escrow Agent.

27. Counterpart and Facsimile Signatures. This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original hereof. Signatures transmitted by facsimile shall be deemed to be originals.

28. Binding on Heirs. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last set forth below.

SELLER:

James B. Loftus

Cathy Loftus

By: _____

By: _____

Date: _____

Date: _____

BUYER:

City of Sedona

By: _____
Sandra J. Moriarty, Mayor

Date: _____

ATTEST:

By: _____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

By: _____
Kurt W. Christianson, City Attorney

EXHIBIT "A"
Warranty Deed APN 401-38-003F, with Legal Description

(see attached)

EXHIBIT A

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

City of Sedona
Office of the City Clerk
102 Roadrunner Drive
Sedona, Arizona 86326

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-003F

WARRANTY DEED

JAMES B LOFTUS AND CATHY LOFTUS, husband and wife ("Grantor"), as community property with rights of survivorship, for and in consideration of the Ten Dollars (\$10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all that certain plot, parcel of land or real property situated in Coconino County, Arizona, and described on **Schedule "A"** attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

SUBJECT ONLY TO: existing taxes, assessments, covenants, conditions, restrictions, rights of way, and easements of record.

GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the same and binds itself and its heirs, successors, assigns, executors, and administrators to warrant and defend the title unto the Grantee against all acts of the Grantor and against all lawful claims whatsoever.

EXECUTED as of the _____ day of _____, 2021.

[Signatures on following page]

GRANTORS:

JAMES B LOFTUS

CATHY LOFTUS

James B Loftus

Cathy Loftus

Date: _____

Date: _____

State of _____)

County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____ . In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

Schedule A
[legal description, see attached]

SCHEDULE A

LEGAL DESCRIPTION

Forest Road Right-of-Way

APN: 401-38-003F

Job # 10201 03/04/2021

That part of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South 00°53'30" East, 30.05, basis of bearing (South 01°02'31" East, 29.72 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 01°10'08" East, along said line 18.46 feet to a point on a non-tangent curve concave to the southeast, having a radius of 85.00 feet to which the radius point bears South 15°05'05" East;

Thence leaving said line, southwesterly along the arc of said curve 31.15 feet, through a central angle of 20°59'42";

Thence North 36°04'47" West, 2.98 feet;

Thence South 44°53'00" West, 125.79 feet to a point on the westerly line of said parcel;

Thence North 1°19'37" West, 3.73 feet along said line to the northwest corner of said parcel;

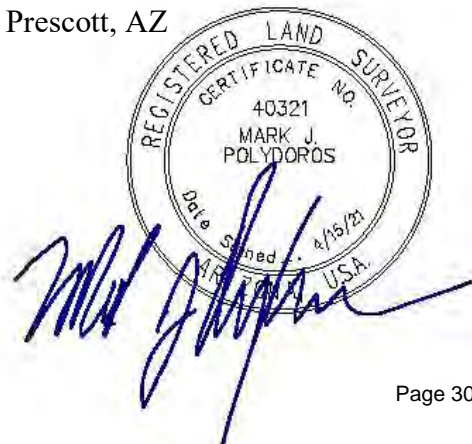
Thence North 44°35'56" East, 148.33 feet along the northerly line of said parcel to the beginning of a non-tangent curve concave to the southeast, having a radius of 39.48 feet to which the radius point bears South 45°33'07" East;

Thence northeasterly along the arc of said curve 16.90 feet, through a central angle of 24°31'11" to the **TRUE POINT OF BEGINNING**.

Containing 788 ± feet² or 0.018 Acres.

This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

Sheet 1 of 2




PLOTTED: Apr 15, 2021-11:58am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

| Curve Table | | | |
|-------------|--------|--------|-----------|
| Curve # | Length | Radius | Delta |
| C1 | 31.15 | 85.00 | 20°59'42" |
| C2 | 16.90 | 39.48 | 24°31'11" |

 RIGHT-OF-WAY
401-38-015

AREA DESCRIBED
787.91 SQ FT

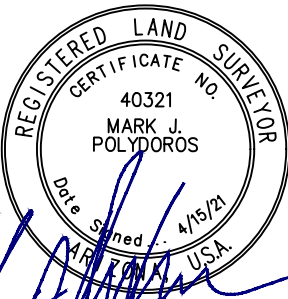
FOREST RD

401-38-003F

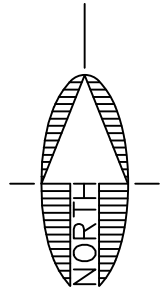
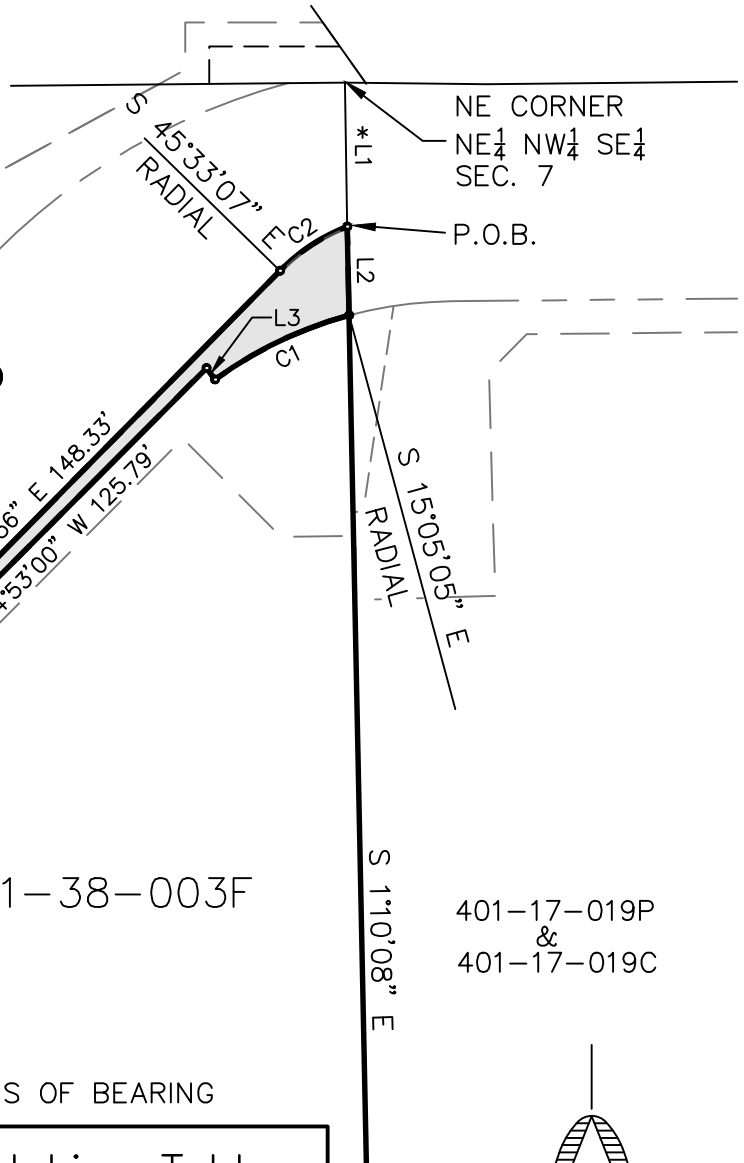
401-17-019P
&
401-17-019C

* BASIS OF BEARING

| Parcel Line Table | | |
|-------------------|--------|---------------|
| Line # | Length | Direction |
| * L1 | 30.05 | S0° 53' 30"E |
| L2 | 18.46 | S1° 10' 08"E |
| L3 | 2.98 | S36° 04' 47"E |
| L4 | 3.73 | N1° 19' 37"W |



Mark J. Polydoros



SCALE: 1" = 40'



FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138003F_ROW.DWG MPOLYDOROS



221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

JOB NO. 20060
DATE 3/4/2021
SCALE 1"=40'
DRAWN RPR
DESIGN
CHECKED MP

FOREST ROAD EXTENSION

APN: 401-38-003F
RIGHT-OF-WAY EXTENSION

COCONINO COUNTY
ARIZONA

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SHEET
2
2 OF 2

EXHIBIT "B"
Temporary Construction Easement APN 401-38-003F, with Legal Description

(see attached)

EXHIBIT B

Temporary Construction Easement

Parties:

City of Sedona

and:

James B Loftus and Cathy Loftus

Assessor's Parcel Number:

401-38-003F

County:

Coconino

EXHIBIT B (cont.)

When Executed Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-003F

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, James B Loftus and Cathy Loftus, husband and wife, as community property with rights of survivorship ("Grantor"), does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

EXHIBIT B (cont.)

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR:
James B Loftus

Cathy Loftus

James B Loftus

Cathy Loftus

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

SCHEDULE A

LEGAL DESCRIPTION

Temporary Construction Easement

APN: 401-38-003F

Job # 10201 03/12/2021

That part of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South 00°53'30" East, 30.05, basis of bearing (South 01°02'31" East, 29.72 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South 01°10'08" East, along said line 18.46 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 01°10'08" East, 45.96 feet along said line;

Thence leaving said line, South 89°18'02" West, 15.16 feet;

Thence North 44°54'43" West, 28.89 feet;

Thence South 44°49'35" West, 118.61 feet to a point on the westerly line of said parcel;

Thence North 01°19'37" West, 9.70 feet along said line

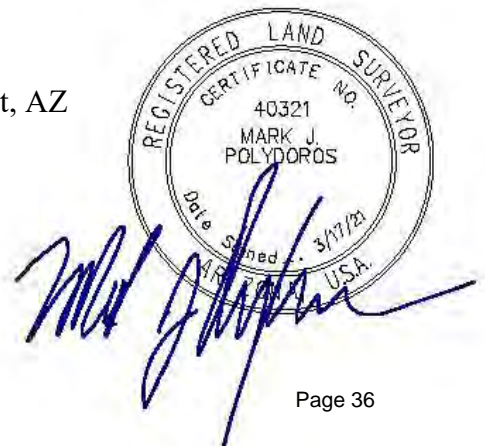
Thence North 44°53'00" East, 125.79 feet

Thence South 36°04'47" East, 2.98 feet along said line to a point on a non-tangent curve concave to the southeast, having a radius of 85.00 feet to which the radius point bears South 36°04'47" East;

Thence northeasterly along the arc of said curve 31.15 feet, along said line, through a central angle of 20°59'42" to the **TRUE POINT OF BEGINNING**.

Containing 1,988 ± feet² or 0.045 Acres.

This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



PLOTTED: Apr 15, 2021-11:57am



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

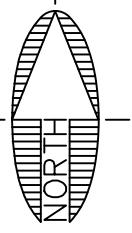
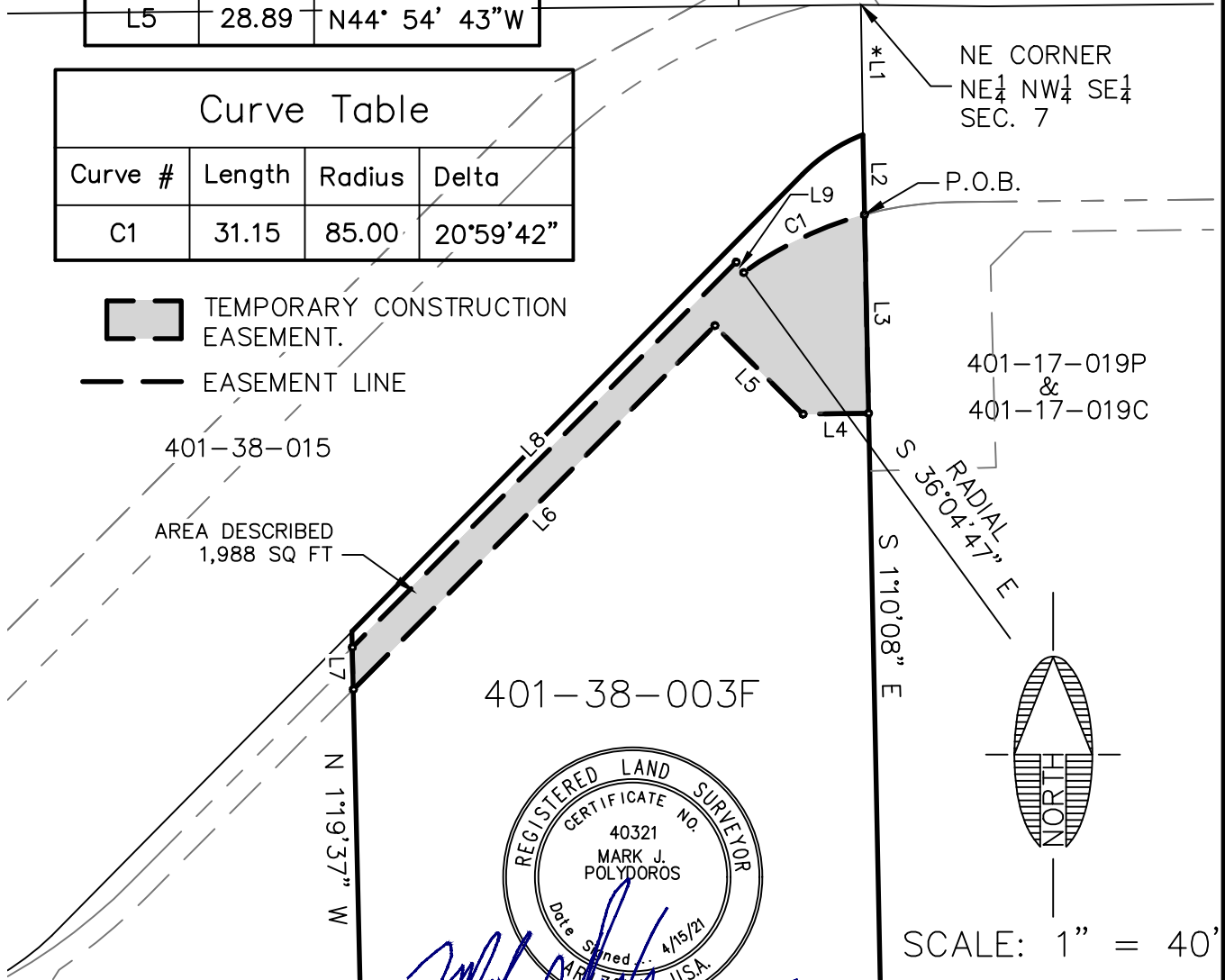
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

| Parcel Line Table | | |
|-------------------|--------|---------------|
| Line # | Length | Direction |
| *L1 | 30.05 | S0° 53' 30"E |
| L2 | 18.46 | S1° 10' 08"E |
| L3 | 45.96 | S1° 10' 08"E |
| L4 | 15.16 | S89° 18' 02"W |
| L5 | 28.89 | N44° 54' 43"W |

| Parcel Line Table | | |
|-------------------|--------|---------------|
| Line # | Length | Direction |
| L6 | 118.61 | S44° 49' 35"W |
| L7 | 9.70 | N1° 19' 37"W |
| L8 | 125.79 | N44° 53' 00"E |
| L9 | 2.98 | S36° 04' 47"E |

| Curve Table | | | |
|-------------|--------|--------|-----------|
| Curve # | Length | Radius | Delta |
| C1 | 31.15 | 85.00 | 20°59'42" |

 TEMPORARY CONSTRUCTION EASEMENT.
 EASEMENT LINE



SCALE: 1" = 40'



* BASIS OF BEARING

FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138003F_TCE.DWG MPOLYDOROS



**CITY COUNCIL
AGENDA BILL**

**AB 2750
January 25, 2022
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Presentation/discussion with Yavapai College Verde Valley Dean Dr. Tina Redd regarding an update on activities and plans for the Verde Valley campuses and local programming.

| | |
|-------------------------------|-----------------------|
| Department | City Manager's Office |
| Time to Present | 15 minutes |
| Total Time for Item | 60 minutes |
| Other Council Meetings | N/A |
| Exhibits | None |

| | | | |
|-------------------------------|---------------------------------------|-----------------------------|-------------------------------------|
| City Attorney Approval | Reviewed 1/18/22 KWC | Expenditure Required | |
| | | \$ | 0 |
| City Manager's Recommendation | For presentation and discussion only. | Amount Budgeted | |
| | | \$ | 0 |
| | | Account No. (Description) | N/A |
| | | Finance Approval | <input checked="" type="checkbox"/> |

SUMMARY STATEMENT

Background: The City has had longstanding conversations with Yavapai College concerning services offered in Sedona and throughout the Verde Valley. Dr. Lisa Rhine President of Yavapai College provided an update and the activities and plans of the College last fall. This update will be specific to the Verde Valley and be presented by Verde Valley Dean Dr. Tina Redd.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): None.

MOTION

I move to: presentation and discussion only. No action required.



**CITY COUNCIL
AGENDA BILL**

**AB 2767
January 25, 2022
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding an Underground Utility Easement for Arizona Public Service (APS) to allow the construction of Electric Vehicle Supply Equipment (EVSE) at Sunset Park.

| | |
|-------------------------------|---|
| Department | City Manager’s (Sustainability) |
| Time to Present | 10 minutes |
| Total Time for Item | 30 minutes |
| Other Council Meetings | N/A |
| Exhibits | <ul style="list-style-type: none"> A. Signed APS Level 2 Electric Vehicle Charging Pilot Agreement #162207 B. The City of Sedona – APS Underground Utility Easement (APN 408-28-018X) |

| | | | |
|--------------------------------------|---|-----------------------------|--|
| City Attorney Approval | Reviewed 1/18/22 KWC | Expenditure Required | \$ City responsible for electricity but will be offset by revenues generated. |
| City Manager’s Recommendation | Approve the APS underground utility easement to allow the construction of electric vehicle chargers at Sunset Park. | Amount Budgeted | \$ Expected to be covered within existing budget capacity. Electricity cost to be matched by charging fee revenues, making the stations cost neutral over the fiscal year. |
| | | Account No. (Description) | N/A |
| | | Finance Approval | <input checked="" type="checkbox"/> |

SUMMARY STATEMENT

Background: Transitioning towards electric vehicles is a method to reduce overall carbon emissions in the community. The Sedona Climate Action Plan (CAP) identifies “increase[ing] fuel efficiency and clean fuel use” as one strategy of reducing emissions in the transportation

and land use sector. The expansion of electric vehicle supply equipment (EVSE) promotes the usage of electric vehicles by reducing range anxiety and making it easier to charge.

If approved, two EVSE stations with two charging ports each would be installed. This will provide a total of four chargers at Sunset Park. The City currently has six chargers (four at City Hall and two at a Jordan Road public parking lot). The installation is part of Arizona Public Service's (APS) Take Charge program and comes at no cost to the City.

The City Manager has already signed an agreement with APS for this project, which is attached as **Exhibit A** to this Agenda Bill. This agreement outlines the terms and conditions for the charging pilot agreement at 655 Sunset Drive, Sedona, AZ 86336 (APN 408-28-018X). The proposed underground utility easement is attached as **Exhibit B** to this Agenda Bill. This easement will grant APS the right to construct, repair, and maintain underground utility lines to the aforementioned EVSE. A permit for construction at this site has already been issued.

All installation costs are covered by APS. Maintenance costs are covered by APS for the length of the license term (5 years). The City is responsible for electricity costs. The City will levy a charging fee to station users. Revenues from charging fees will match electricity costs, making the station cost neutral in any given fiscal year.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Reject the easement, ending the development of electric vehicle chargers at Sunset Park.

MOTION

I move to: approve the APS underground utility easement to allow the construction of electric vehicle chargers at Sunset Park.

**APS LEVEL 2 ELECTRIC VEHICLE CHARGING PILOT
AGREEMENT #162207**

This Electric Vehicle Charging Station Pilot Agreement (“Agreement”) between Arizona Public Service Company (“APS”) City of Sedona - Sunset Park (“Customer”), is effective as of July 29, 2021 (the “Effective Date”).

Customer’s Charging Stations will be located at: **655 Sunset Drive, Sedona, AZ 86336**

Background

APS is conducting an Electric Vehicle Charging Pilot Program (the “Program”), whereby APS is installing Level 2 charging stations at certain APS Customer’s location. The Program is being conducted in order for APS to assess electric vehicle (“EV”) consumer purchasing, EV driver charging behavior, and other relevant information regarding the use of EV charging stations. APS has selected Customer to participate in the Program.

Customer acknowledges that APS cannot fully determine Customer’s eligibility in the Program until after execution of this Agreement and that Customer eligibility will be determined by APS, in its sole discretion.

APS and Customer Agree as follows:

1. Definitions:

- a. **Charging Station:** A UL/ETL certified electrical device that provides power to an EV using a standard J1772 Plug connector and cable. The Charging Station will be a Level 2 type, capable of providing up to 7kW of power to an EV. The Charging Stations will be either pedestal mounted, with two chargers on each pedestal, or wall mounted. Each Customer will receive a maximum of 4 plugs.
- b. **Charging Station Area:** the area where the Charging Stations are installed and used, and where designated parking spots for EV charging are located.
- c. **Environmental Contamination:** any and all actual or threatened releases, discharges, spills, or the presence of Hazardous Substances within the Property.
- d. **Environmental Laws:** all applicable federal, state, local, or municipal law, statute, code, regulation, or policy (including without limitation common law) governing the use, storage, treatment, or disposal of Hazardous Substances or otherwise relating to the protection, conservation, or preservation of the natural environment or natural resources, including ambient air, wildlife or plant species, surface water or groundwater resources, or soil and other subsurface strata.
- e. **Hazardous Substances:** any liquid, solid, or gaseous substance or material (including petroleum and petroleum products) that is designated, classified, or regulated as, either, a

solid or hazardous waste, a hazardous substance or material, a contaminant, or a pollutant under any Environmental Law, or which becomes so designated, classified, or regulated

- f. **Infrastructure:** the electrical equipment required to provide power to the Charging Station. The equipment may include a transformer, underground conduits, cables, meters, disconnects (on/off switches), concrete pads, and signage.
- g. **Property:** the entirety of the property owned or leased by Customer that is included in the address listed at the top of the agreement.
- h. **Site:** any part of the Property subject to the Utility Easement with the exception of the meter pedestal, Charger and cable between the two described in Section 3(b).

2. General Terms

- a. Except as set forth in subsection (d) below, APS will, at no cost to Customer, design, construct, and install all necessary Infrastructure and Charging Stations at the Site.
- b. APS will own, operate, and maintain, the Infrastructure and Charging Stations, including making all necessary maintenance, repairs, and replacements.” APS’s routine maintenance of the Charging Stations will be limited to semi-annual inspections of the Charging Stations, testing, and firmware upgrades. Customer’s inspection obligations are set forth in Section 5.
- c. If, for any reason, Customer’s existing electrical infrastructure cannot accommodate installation of the Infrastructure or Charging Stations, or there are other technical or Site related issues of any kind that, in APS’s sole discretion, prevent APS from installing the Infrastructure or Charging Stations, APS may terminate this Agreement upon written notice to Customer. Termination of this Agreement will be effective as of Customer’s receipt of APS’s notice of termination.
- d. Based on estimates to install the Infrastructure and Charging Stations, both are being provided at no charge to Customer. In the event that, as a result of an unusual design or technical issue associated with the Site, APS or its subcontractor is required to bill the Customer for any additional costs, APS will notify Customer in writing if additional charges are required to the Customer (the “Customer Cost Allocation”). Customer will have 30 days following receipt of APS’s written notice of a Customer Cost Allocation to notify APS in writing if Customer will pay the Customer Cost Allocation or terminate this Agreement. The signatory on behalf of the Customer must have proper authority to authorize the customer cost allocation on behalf of their company. Customer’s notice that it is electing to terminate this Agreement will serve as Customer’s termination of this Agreement.
- e. Customer will work with APS and its contractors to schedule and allow for the following activities: site inspection to verify eligibility, necessary permitting and inspections, installation, and all other reasonably necessary activities. Customer will also provide

APS with ; existing as built one-line electrical drawings identifying connections for electrical power; existing electrical load designs and layouts of actual connected loads, and any other documents reasonably requested by APS.

- f. Customer will permit APS to post signage on or near the Charging Stations identifying that the Charging Stations are being provided by APS and otherwise providing pertinent information about the Charging Stations, APS, or the Program.
- g. In the event of an emergency or other situation where APS must gain immediate access to the Site, APS must be able to access the Charging Stations and Infrastructure without delay (*i.e.*, access to the Charging Stations or Infrastructure cannot be locked or gated unless immediately accessible by a Customer representative who is on duty 24 hours a day). In all other situations, Customer will provide APS access to the Charging Stations upon 24 hours verbal notice.
- h. Customer will keep trees, bushes, and hedges trimmed so that the Charging Stations remain unobstructed, as required when initially installed.
- i. Customer will not modify the Site in any way that may impact the operation or use of the Charging Stations without the prior written approval of APS.
- j. In APS's discretion, APS may replace the Charging Stations with new Charging Stations. If Customer paid for any infrastructure or fees for networking the Charging Stations, APS will ensure Customer has comparable functionality.
- k. The APS Charging Stations must remain isolated electrically and separately metered from all other electrical equipment, unless agreed to otherwise by APS in writing.
- l. APS, in collaboration with Customer, will take any action which, in their reasonable judgment, is necessary to ensure the Charging Stations and Infrastructure are being properly maintained and operated, and to ensure the Charging Stations are meeting the objectives of the Program.

3. Certain Other Terms of Service

- a. Customer's monthly APS electric bill for the Charging Stations will include the energy used by the Charging Stations. For the dedicated Charging Stations meter, Customer must enroll in APS's E-32XS Demand Service Plan. APS may, in its sole discretion revise the list of eligible Service Plans at any time. If during the term of this Agreement an EV Service Plan becomes available, APS may require Customer to enroll in that Service Plan. Customers may choose the service plan that works best for them.
- b. Customer must execute an easement to APS in the form and substance of the standard Utility Easement. Among other things, the Utility Easement Agreement will provide APS with the right to leave the Infrastructure in place if the Charging Stations are removed. Notwithstanding the foregoing, after the term of this Agreement as set forth in

Sections 7 or any earlier termination provided for in this Agreement, if Customer requests APS to modify or abandon the Utility Easement, APS shall reasonably agree to such requests. All such costs associated with any modification or abandonment of the Utility Easement, including the removal of any equipment (meter, chargers and services), conduit, or otherwise, shall be borne solely by APS. Notwithstanding the foregoing, in no event shall APS be required to modify or abandon any new transformers, and associated infrastructure to install those new transformers as part of this pilot program.

- c. An officer of Customer must sign the Utility Easement and this Agreement.
- d. If customer is a lessee of the Property, an officer or Mayor of the owner of the Property must sign the Utility Easement Agreement and an officer or Mayor of both the Customer and the owner of the Property must sign this Agreement.

4. Consent to Share Information.

- a. As part of the Program, APS will collect and use the following information from the dedicated meter installed at the Site: total energy usage of the Charging Stations and information regarding performance of the Charging Stations (uptime, maintenance, utilization, and the like).
- b. Customer agrees that APS may use the information described in subsection (a) for any reason, so long the information does not identify the Customer.

5. Additional Customer Obligations.

- a. Customer must perform weekly safety inspections (snow, debris, clear and safe access) of the Charging Station Area and immediately notify APS at the APS phone number listed on APS provided signage, if it observes any of the conditions listed on the APS Charging Station Inspection Checklist, which is attached here as Appendix A.
- b. Customer must advise employees and any other third persons using the Charging Stations, if the Charging Stations are not available between 3pm and 8pm daily.
- c. Customer is responsible for all typical parking related matters, including, but not limited to arrangement and painting of parking/painted lines, and the like with the exception that APS will mark the parking spots with "Reserved Electric Vehicle Parking".
- d. Customer agrees to encourage employees to participate in APS provided surveys regarding the Charging Stations and provide APS with related information regarding charging usage and the like, as reasonably requested by APS.
- e. Customer agrees that APS may use the information described in subsection (d) for any reason, so long the information does not identify the Customer.

6. **Term.** The Program is intended to be in effect for five years following installation of the Charging Stations. APS, however, reserves the right to terminate this Agreement at any time, without liability to Customer. Unless terminated earlier as set forth in this Agreement, this Agreement will terminate on the fifth anniversary of the In-Service Date.
7. **Shut Off and Termination for Cause.**
 - a. If, in APS's reasonable opinion, a safety condition related to the Infrastructure or Charging Stations exists, APS may immediately shut off the Charging Stations and any impacted Infrastructure.
 - b. If: (i) a safety conditions exists that is not being caused by APS or (ii) Customer is otherwise in default of this Agreement (each of (i) or (ii) being a "Default"), then Customer will have 30 days following receipt of APS's written notice identifying the Default to remedy the same. If Customer has not remedied the Default within the 30 day cure period, APS may terminate this Agreement immediately, upon Customer's receipt of APS's notice of termination.
8. **Termination.** Upon termination of this Agreement for any reason, APS will notify Customer in writing of termination of this Agreement and Customer will notify APS within 30 days of receipt of APS's written notice whether it intends to take ownership of the Charging Stations or require that APS remove the Charging Stations.
 - a. If Customer notifies APS that it is electing to have APS remove the Charging Stations, APS will remove the Charging Stations within 60 days after receipt of Customer's written notice and APS will disconnect and abandon the Infrastructure in place or remove it as it deems fit (pursuant to the Utility Easement).
 - b. If Customer notifies APS that it is electing to take ownership of the Charging Stations after five years, APS will transfer title to Customer. Upon transfer of title of the Charging Stations, Customer will assume sole and full responsibility for the operation and maintenance of the Infrastructure and Charging Stations. Prior to the transfer of title to Customer, APS will perform a fair market value analysis of the Charging Stations and provide the information to Customer in writing.
9. **Tax Implications.** If Customer elects to take ownership of the Charging Stations and the Charging Stations have a fair market value, Customer may incur a tax burden as a result of taking possession of the Charging Stations. APS advises that Customer should consult a tax advisor regarding possible tax liability resulting from the transfer of ownership (please note: current U.S. tax code requires APS to generate a Form 1099 if the System value is \$600 or more). APS will still maintain ownership of the Infrastructure and easement of the Infrastructure.
10. **Exclusion of Damages.** Neither party will be liable to the other party for any indirect, consequential, special, or punitive damages for any actions resulting from or arising out of this

agreement, whether based on contract, tort (including negligence), strict liability, contribution, or otherwise.

11. American Disabilities Act. Customer agrees to defend, indemnify, and hold harmless APS and its subcontractors against any claims by Customer or any third parties arising out of or related to violation of the Americans with Disabilities Act Amendments Act (ADAAA) with respect to parking accommodations.

12. Environmental Liability.

a. APS shall retain all liability arising from and responsibility to address, and the Customer shall not any assume such liability or responsibility for, Environmental Contamination caused by APS's installation, operation, and maintenance of the Infrastructure or Charging Stations, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).

b. Customer shall retain all liability arising from and responsibility to address, and APS shall not any assume such liability or responsibility for, pre-existing Environmental Contamination within the Site prior to the Effective Date or any Environmental Contamination caused by Customer after the Effective Date, including any and all losses, costs, damages, or obligations (including without limitation any environmental remediation or corrective action obligations).

13. Indemnification. Except to the extent of Customer's negligence, APS will indemnify, defend, and hold the Customer harmless from and against any and all losses, costs, liabilities, damages, or obligations arising from installation, operation, maintenance or any person's use of the Infrastructure or Charging Stations.

The indemnification obligations in this paragraph will survive any expiration or termination of this Agreement.

COMPANY

ARIZONA PUBLIC SERVICE COMPANY

By: Karen Osburn

By: _____

Title: City Manager

Title: _____

Signature: Karen Osburn

Signature: _____

PROPERTY OWNER

(If different from company)

By: _____

Title: _____

Signature: _____

Appendix A

APS Take Charge AZ – Customer Charger Inspection
To be Performed Weekly

Date: _____

Time: _____

Name of Inspector: _____

Location of Chargers: _____

ENSURE A SAFE WORK AREA PRIOR TO INSPECTION.

If there are critical safety concerns with your chargers, please contact APS immediately!

Walk down all charging stations, inspect for the following:

- i. Any signs of damage or physical contact with vehicle
- ii. Note damage or issues in comment box

| Detail | Good | Bad | Comment |
|--------------------|------|-----|---------|
| Charger Body | | | |
| Charger Cord | | | |
| Connector/Plug | | | |
| Any Exposed Wiring | | | |
| Meter | | | |
| Meter Pedestal | | | |

NE 14 17N 5E
34.854764 / -111.797203
408-28-018X
WA626883
RT/PJB

THE CITY OF SEDONA-APS UNDERGROUND UTILITY EASEMENT

THE CITY OF SEDONA, a municipal corporation of the State of Arizona (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain underground electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain underground telecommunication wires, cables, conduits, fixtures and related above ground facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to construct or maintain above ground electrical lines, or to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of Sedona, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ___ day of _____, 2022.

APPROVED AS TO FORM:

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

By: _____
Sandra J. Moriarty, Mayor

Kurt W. Christianson, City Attorney

ATTEST:

JoAnne Cook, City Clerk

STATE OF Arizona }
 } ss.
County of Yavapai }

This instrument was acknowledged before me this ___ day of _____, 2022

by _____, on behalf of the City of Sedona.

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

Notary Seal

Notary Public

EXHIBIT “A”

(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY) AS RECORDED IN BOOK 3127, PAGE 267 Y.C.R.

A parcel of land situated in the Northeast quarter of Section 14, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the East quarter corner of said Section 14 as previously marked by a bent G.L.O. pipe with cap missing; thence South 89 degrees, 28 minutes, 48 seconds West, a distance of 25.00 feet along the East-West midsection line of said Section 14 to the POINT OF BEGINNING on the West right-of-way line of Sunset Drive according to the plat thereof recorded in Book 12 of Maps and Plats, Page 34 of the Yavapai County Recorder’s Office;

Thence South 89 degrees, 28 minutes, 48 seconds West, a distance of 1058.98 feet along said East-West midsection line;

Thence North 00 degrees, 12 minutes, 41 seconds East, a distance of 36.09 feet;

Then North 00 degrees, 23 minutes, 20 seconds East, a distance of 10.00 feet;

Thence North 87 degrees, 34 minutes, 39 seconds East, a distance of 81.56 feet;

Thence North 63 degrees, 54 minutes, 05 seconds East, a distance of 178.80 feet;

Thence North 13 degrees, 48 minutes, 10 seconds East, a distance of 48.51 feet;

Thence North 32 degrees, 22 minutes, 16 seconds West, a distance of 23.84 feet;

Thence North 41 degrees, 13 minutes, 18 seconds West, a distance of 214.78 feet;

Thence North 89 degrees, 47 minutes, 05 seconds West, a distance of 287.13 feet to the proposed Easterly right-of-way line of SHELBY DRIVE;

Thence along said proposed Easterly right-of-way line North 00 degrees, 12 minutes, 55 seconds East, a distance of 102.01 feet to a point, the South line of the proposed NEPENTHE SUBDIVISION;

Thence along said proposed South line, South 89 degrees, 47 minutes, 05 seconds East, a distance of 359.09 feet to the West boundary of VALLEY SHADOWS UNIT TWO;

Thence leaving said proposed South line and along the Westerly and Southerly boundaries of said VALLEY SHADOWS UNIT TWO, according to the plat thereof recorded in Book 21 of Maps and Plats, Page 8 of the Yavapai County Recorder’s Office, said boundaries being along the following described courses, South 01 degrees, 15 minutes, 02 seconds West (South 01 degrees, 19 minutes, 19 seconds West – record), a distance of 31.50 feet;

Thence South 62 degrees, 20 minutes, 41 seconds East (South 62 degrees, 18 minutes, 31 seconds East - record), a distance of 76.26 (76.61 – record) feet;

Thence Southeasterly along a nontangent curve concave to the Northeast having a radius of 40.00 (40.00 - record) feet, chord bearing of South 33 degrees, 54 minutes, 31 seconds East, and central angle of 80 degrees, 59 minutes, 12 seconds (81 degrees, 04 minutes, 45 seconds - record), an arc distance of 56.54 (56.60 – record) feet;

Thence South 45 degrees. 23, minutes, 40 seconds West (South 45 degrees. 17, minutes, 35 seconds West - record), a distance of 18.58 (18.58 – record) feet;

Thence South 42 degrees, 24 minutes, 50 seconds East (South 42 degrees, 30 minutes, 55 seconds East – record), a distance of 103.50 (103.50 – record) feet;

Thence North 57 degrees, 05 minutes, 56 seconds East (North 57 degrees, 02 minutes, 30 seconds East – record), a distance of 65.98 (66.00 - record) feet;

Thence North 34 degrees, 13 minutes, 32 seconds East (North 34 degrees, 08 minutes, 33 seconds East - record), a distance of 124.80 (125.00 - record) feet;

Thence South 43 degrees, 08 minutes, 32 seconds East (South 43 degrees, 07 minutes, 42 seconds East - record), a distance of 106.00 (106.00 - record) feet;

Thence South 78 degrees, 42 minutes, 14 seconds East (South 78 degrees, 41 minutes, 24 seconds East - record), a distance of 71.39 (71.39 - record) feet;

Thence North 83 degrees, 33 minutes, 26 seconds East (North 83 degrees, 34 minutes, 16 seconds East - record), a distance of 142.90 (142.90 – record) feet;

Thence North 72 degrees, 47 minutes, 25 seconds East (North 72 degrees, 48 minutes, 15 seconds East - record), a distance of 221.73 (221.73 - record) feet;

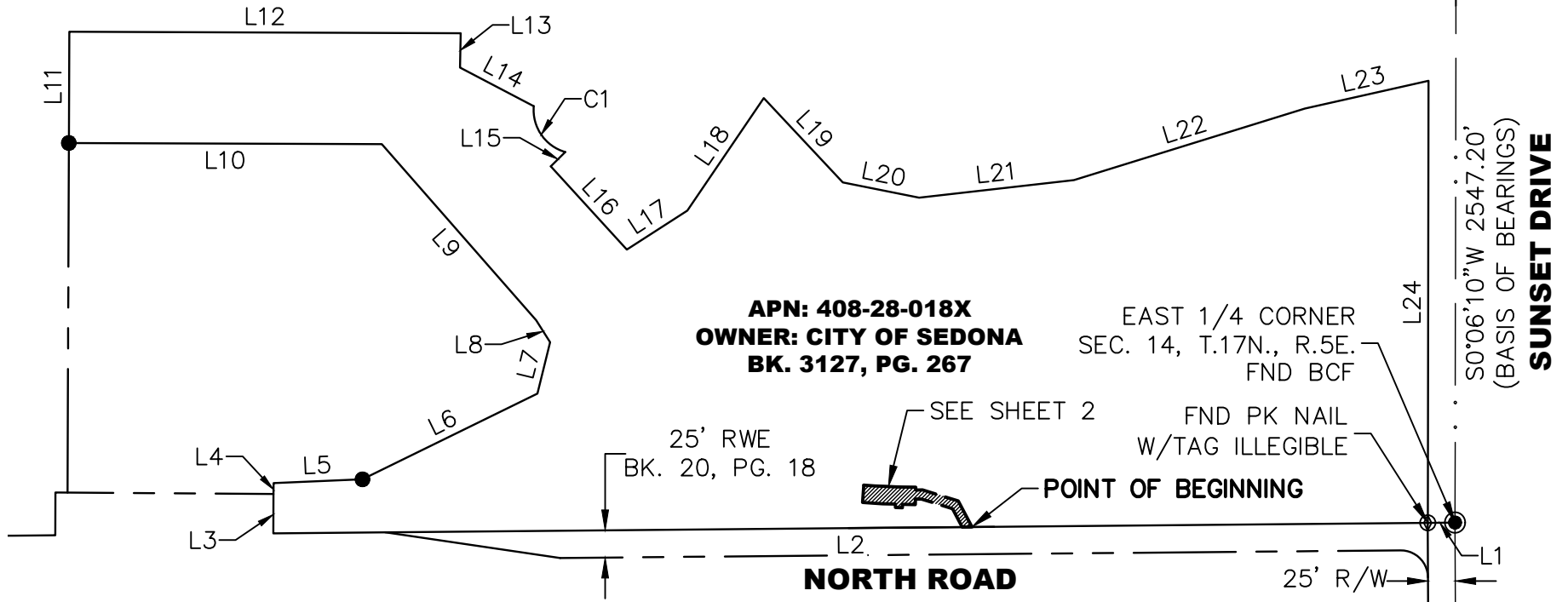
Thence North 77 degrees, 19 minutes, 25 seconds East (North 77 degrees, 20 minutes, 15 seconds East - record), a distance of 116.33 (116.33 – record) feet to the Southeast corner of said VALLEY SHADOWS UNIT TWO, being on said West right-of-way- line of Sunset Drive;

Thence South 00 degrees, 06 minutes, 10 seconds West (South 00 degrees, 07 minutes, 00 seconds West - record), a distance of 404.52 (404.36 - record) feet along said West right-of-way line to the POINT OF BEGINNING.

Basis of bearing for this description is South 89 degrees, 39 minutes, 00 seconds East along the North line of the Northwest quarter of said Section 14 as monumented by B.L.M. brass capped pipes per B.L.M. plat.

EXHIBIT "B"

SEE DETAIL "A"



APN: 408-28-018X
OWNER: CITY OF SEDONA
BK. 3127, PG. 267

EAST 1/4 CORNER
 SEC. 14, T.17N., R.5E.
 FND BCF

25' RWE
 BK. 20, PG. 18

FND PK NAIL
 W/TAG ILLEGIBLE

POINT OF BEGINNING

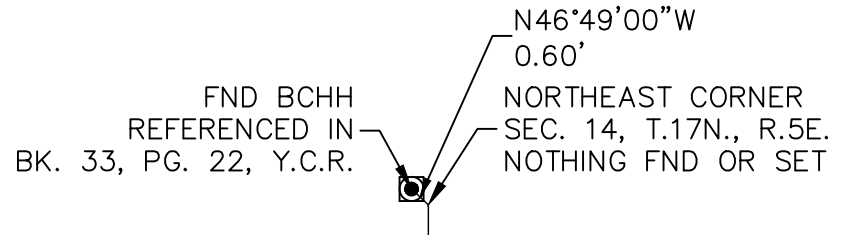
NORTH ROAD

25' R/W



APS - 162207
655 SUNSET DRIVE
SEDONA, AZ 86336

DETAIL "A"



JOB# P5224

DWG: 162207 SEDONA SUNSET PARK

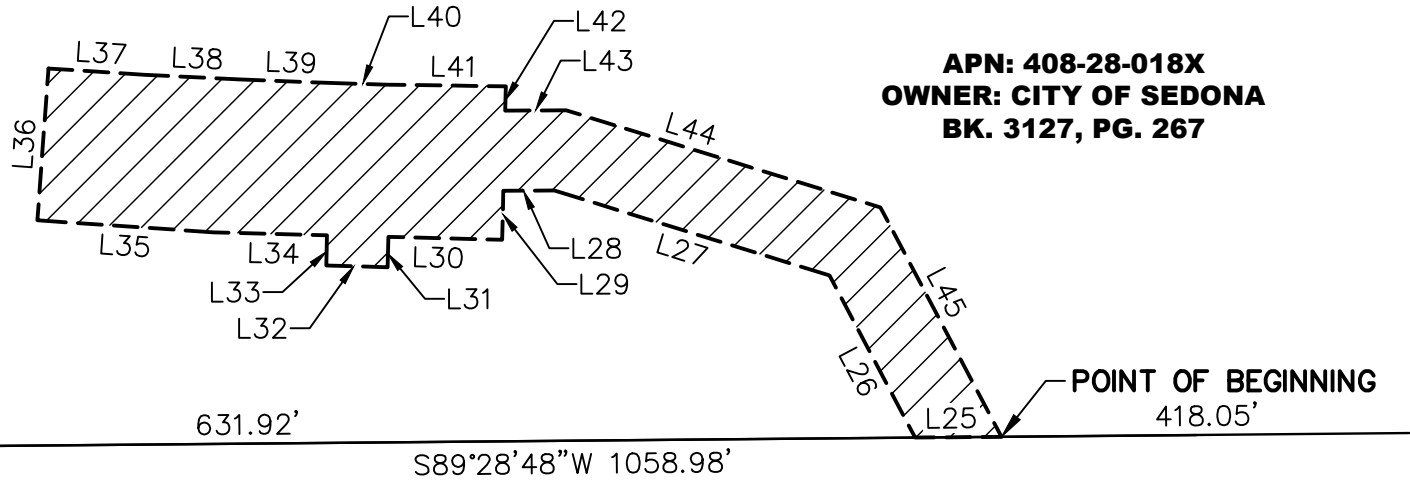
DATE: 09/14/21

SCALE: N.T.S.

DRAWN: CS CHECK: TS

SHEET: 1 OF 5

EXHIBIT "B"



APN: 408-28-018X
OWNER: CITY OF SEDONA
BK. 3127, PG. 267

| CURVE TABLE | | | | |
|-------------|-----------|--------|--------|--------------------|
| CURVE | DELTA | RADIUS | LENGTH | CHORD |
| C1 | 79°25'45" | 40.00' | 55.45' | S34°31'25"E 51.12' |

LEGEND

- ⊙ FOUND 'PK' NAIL
- FOUND 1/2" REBAR W/ CAP LS14184
- ⊙ FOUND BRASS CAP FLUSH
- ⊙ FOUND BRASS CAP IN HANDHOLE
- Y.C.R. YAVAPAI COUNTY RECORDS
- BK./PG. BOOK & PAGE
- APN ASSESSOR PARCEL NUMBER
- R/W RIGHT OF WAY
- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HANDHOLE
- RWE ROADWAY EASEMENT



APS - 162207
655 SUNSET DRIVE
SEDONA, AZ 86336

| | | |
|---------------|--------------------------------|----------------|
| JOB# P5224 | DWG: 162207 SEDONA SUNSET PARK | DATE: 09/14/21 |
| SCALE: 1"=20' | DRAWN: CS CHECK: TS | SHEET: 2 OF 5 |

EXHIBIT "B"

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | DIRECTION | LENGTH |
| L1 | S89°28'48"W | 25.00' |
| L2 | S89°28'48"W | 1058.98' |
| L3 | N00°12'41"E | 36.09' |
| L4 | N00°23'20"E | 10.00' |
| L5 | N87°34'39"E | 81.56' |
| L6 | N63°54'05"E | 178.80' |
| L7 | N13°48'10"E | 48.51' |
| L8 | N32°22'16"W | 23.84' |
| L9 | N41°13'18"W | 214.78' |
| L10 | N89°47'05"W | 287.13' |
| L11 | N00°12'55"E | 102.01' |
| L12 | S89°47'05"E | 359.09' |
| L13 | S01°15'02"W | 31.50' |
| L14 | S62°20'41"E | 76.26' |
| L15 | S45°23'40"W | 18.58' |
| L16 | S42°24'50"E | 103.50' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | DIRECTION | LENGTH |
| L17 | N57°05'56"E | 65.98' |
| L18 | N34°13'32"E | 124.80' |
| L19 | S43°08'32"E | 106.00' |
| L20 | S78°42'14"E | 71.39' |
| L21 | N83°33'26"E | 142.90' |
| L22 | N72°47'25"E | 221.73' |
| L23 | N77°19'25"E | 116.33' |
| L24 | S00°06'10"W | 405.52' |
| L25 | S89°28'48"W | 9.00' |
| L26 | N27°50'02"W | 19.09' |
| L27 | N72°50'02"W | 29.99' |
| L28 | S89°36'07"W | 5.32' |
| L29 | S01°21'05"W | 5.10' |
| L30 | N88°31'19"W | 11.86' |
| L31 | S01°28'35"W | 3.17' |
| L32 | N88°20'59"W | 6.40' |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | DIRECTION | LENGTH |
| L33 | N01°27'17"E | 3.15' |
| L34 | N88°31'19"W | 11.77' |
| L35 | N86°06'09"W | 18.44' |
| L36 | N04°10'15"E | 15.87' |
| L37 | S86°13'16"E | 10.00' |
| L38 | S87°16'07"E | 10.00' |
| L39 | S87°44'05"E | 10.00' |
| L40 | S88°20'43"E | 5.34' |
| L41 | S89°11'20"E | 12.35' |
| L42 | S01°21'05"W | 2.54' |
| L43 | N89°36'07"E | 6.34' |
| L44 | S72°50'02"E | 34.27' |
| L45 | S27°50'02"E | 27.02' |



APS - 162207
655 SUNSET DRIVE
SEDONA, AZ 86336

| | | |
|---------------|--------------------------------|----------------|
| JOB# P5224 | DWG: 162207 SEDONA SUNSET PARK | DATE: 09/14/21 |
| SCALE: N.T.S. | DRAWN: CS CHECK: TS | SHEET: 3 OF 5 |

**LEGAL DESCRIPTION
ARIZONA PUBLIC SERVICE
APS – 162207 CITY OF SEDONA**

Page 4 of 5

AN EASEMENT WITHIN A PORTION OF ASSESSORS PARCEL NUMBER 408-28-018X AS SHOWN IN BOOK 3127, PAGE 267, RECORDS OF YAVAPAI COUNTY, ARIZONA, SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION BEARS NORTH 00 DEGREES 06 MINUTES 10 SECONDS, A DISTANCE OF 2547.20 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 25.00 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 480-28-018X;

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 418.05 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 9.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 27 DEGREES 50 MINUTES 02 SECONDS WEST, A DISTANCE OF 19.09 FEET;

THENCE NORTH 72 DEGREES 50 MINUTES 02 SECONDS WEST, A DISTANCE OF 29.99 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.32 FEET;

THENCE SOUTH 01 DEGREE 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 5.10 FEET;

THENCE NORTH 88 DEGREES 31 MINUTES 19 SECONDS WEST, A DISTANCE OF 11.86 FEET;

THENCE SOUTH 01 DEGREE 28 MINUTES 35 SECONDS WEST, A DISTANCE OF 3.17 FEET;

THENCE NORTH 88 DEGREES 20 MINUTES 59 SECONDS WEST, A DISTANCE OF 6.40 FEET;

THENCE NORTH 01 DEGREE 27 MINUTES 17 SECONDS EAST, A DISTANCE OF 3.15 FEET;

THENCE NORTH 88 DEGREES 31 MINUTES 19 SECONDS WEST, A DISTANCE OF 11.77 FEET;

THENCE NORTH 86 DEGREES 06 MINUTES 09 SECONDS WEST, A DISTANCE OF 18.44 FEET;

THENCE NORTH 04 DEGREES 10 MINUTES 15 SECONDS EAST, A DISTANCE OF 15.87 FEET;

THENCE SOUTH 86 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 87 DEGREES 16 MINUTES 07 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 87 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 88 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 5.34 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 12.35 FEET;

THENCE SOUTH 01 DEGREE 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 2.54 FEET;
THENCE NORTH 89 DEGREES 36 MINUTES 07 SECONDS EAST, A DISTANCE OF 6.34 FEET;
THENCE SOUTH 72 DEGREES 50 MINUTES 02 SECONDS EAST, A DISTANCE OF 34.27 FEET;
THENCE SOUTH 27 DEGREES 50 MINUTES 02 SECONDS EAST, A DISTANCE OF 27.02 FEET,
TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 1,286 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.



**LEGAL DESCRIPTION
ARIZONA PUBLIC SERVICE
APS – 162207 CITY OF SEDONA**

North: 1400241.9979' East: 741431.2076'

Segment #1 : Line

Course: S89° 28' 48"W Length: 9.00'

North: 1400241.9162' East: 741422.2080'

Segment #2 : Line

Course: N27° 50' 02"W Length: 19.09'

North: 1400258.7976' East: 741413.2947'

Segment #3 : Line

Course: N72° 50' 02"W Length: 29.99'

North: 1400267.6489' East: 741384.6407'

Segment #4 : Line

Course: S89° 36' 07"W Length: 5.32'

North: 1400267.6119' East: 741379.3208'

Segment #5 : Line

Course: S1° 21' 05"W Length: 5.10'

North: 1400262.5134' East: 741379.2005'

Segment #6 : Line

Course: N88° 31' 19"W Length: 11.86'

North: 1400262.8193' East: 741367.3445'

Segment #7 : Line

Course: S1° 28' 35"W Length: 3.17'

North: 1400259.6503' East: 741367.2628'

Segment #8 : Line

Course: N88° 20' 59"W Length: 6.40'

North: 1400259.8346' East: 741360.8655'

Segment #9 : Line

Course: N1° 27' 17"E Length: 3.15'

North: 1400262.9836' East: 741360.9454'

Segment #10 : Line

Course: N88° 31' 19"W Length: 11.77'

North: 1400263.2872' East: 741349.1793'

Segment #11 : Line

Course: N86° 06' 09"W Length: 18.44'

North: 1400264.5406' East: 741330.7820'

Segment #12 : Line

Course: N4° 10' 15"E Length: 15.85'

North: 1400280.3487' East: 741331.9348'

Segment #13 : Line

Course: S86° 13' 16"E Length: 10.00'

North: 1400279.6896' East: 741341.9130'

Segment #14 : Line

Course: S87° 16' 07"E Length: 10.00'

North: 1400279.2131' East: 741351.9017'

Segment #15 : Line

Course: S87° 44' 05"E Length: 10.00'

North: 1400278.8178' East: 741361.8938'

Segment #16 : Line

Course: S88° 20' 43"E Length: 5.34'

North: 1400278.6636' East: 741367.2316'

Segment #17 : Line

Course: S89° 11' 20"E Length: 12.35'

North: 1400278.4888' East: 741379.5804'

Segment #18 : Line

Course: S1° 21' 05"W Length: 2.54'

North: 1400275.9495' East: 741379.5205'

Segment #19 : Line

Course: N89° 36' 07"E Length: 6.34'

North: 1400275.9935' East: 741385.8603'

Segment #20 : Line

Course: S72° 50' 02"E Length: 34.27'

North: 1400265.8790' East: 741418.6037'

Segment #21 : Line

Course: S27° 50' 02"E Length: 27.02'

North: 1400241.9850' East: 741431.2196'

Perimeter: 256.98' Area: 1286 Sq. Ft.

Error Closure: 0.0175

Course: S42° 59' 21"E

Error North: -0.01282 East: 0.01195

Precision 1: 14685.71





**CITY COUNCIL
AGENDA BILL**

**AB 2378
January 25, 2021
Regular Business**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding the Sedona in Motion transportation program, and approval of a Resolution authorizing a cost-share agreement with Los Abridados for the Brewer Road Connection Project.

| | |
|-------------------------------|---|
| Department | Public Works Department |
| Time to Present | 30 minutes |
| Total Time for Item | 2 hours |
| Other Council Meetings | March 27, 2018, June 13, 2018, August 15, 2018, December 11, 2018, March 27, 2019, May 29, 2019, July 23, 2019, October 22, 2019, February 11, 2020, June 24, 2020; October 14, 2020, February 24, 2021, June 9, 2021, October 12, 2021 |
| Exhibits | A. Cost-Share Agreement B. Resolution C. Power Point Presentation |

| | | | |
|-------------------------------|--|-----------------------------|-------------------------------------|
| City Attorney Approval | Reviewed 1/18/22 KWC | Expenditure Required | |
| | | \$ | NA |
| City Manager's Recommendation | Approve resolution authorizing a cost-share agreement with Los Abridados for the Ranger Park Connection Project. | Amount Budgeted | |
| | | \$ | NA |
| | | Account No. (Description) | NA |
| | | Finance Approval | <input checked="" type="checkbox"/> |

SUMMARY STATEMENT

The January 2018 City of Sedona Transportation Master Plan (TMP) evaluated Citywide transportation needs and concluded with a set of recommended strategies to address congestion and mobility needs of residents, visitors, and commuters. These strategies have been developed into a system of capital improvement projects that collectively have been identified and promoted as the Sedona In Motion (SIM) program. The SIM program is a multi-modal transportation initiative embracing Sedona's community values for improved traffic flow, community connections, business and tourism connections, economic vitality and diversity, environmental stewardship, walkability, and sense of place.

Public Participation:

There are many ways for the public to participate in the development of SIM projects. Citizens can post comments to the SIM section of the City's website [here](#). Citizens can also submit

written comments directly to City Council members on the City's website [here](#). Written comments are given equal consideration to those submitted in person during meetings.

Citizens wishing to make public comment are required to complete a comment card provided near the entrance of the Council Chambers. Public comments are generally taken after presentation and initial questions for the specific agenda item or topic. Once called upon, the speaker will generally be limited to 3 minutes. The timing and time allowance for speakers can be further changed or limited based on the Mayor's discretion to ensure orderly progress of City business. Please note that while citizens can engage with Councilors in multiple ways at any point in time, Councilors are prohibited by law from discussing City business outside of a scheduled public meeting; meaning Council meetings are the only opportunity for Council as a body to deliberate. The projects are listed in the order that they are expected to be presented to Council.

Public participation throughout the TMP and SIM project development has been a primary focus. Some recent outreach efforts include:

- Nearly 5,600 engagements via survey responses, public meetings, open houses, shared use path mailers, and news coverage between spring 2016 and now.
- 626 subscribers to SIM email update list
- 180 letters sent to residents north of the Owenby Way extension – October 2019
- 42 Monday Morning Meetups for SIM-1
- 510 responses on the budget survey that asked about SIM topics
- 4100 people reached with Facebook post on May 2021 SIM video update
- Individual meetings as appropriate for key projects and project stakeholders throughout project design development
- Shared Use Path Mailers:
 - 56 addresses for Sunset Drive
 - 1235 addresses for Sanborn-Thunder Mountain
 - 350 addresses for Soldiers Pass

Background:

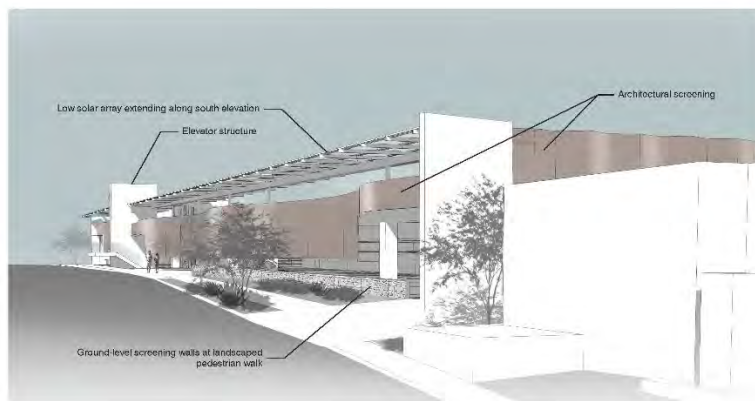
SIM-3A Uptown Parking Garage

Project design for Uptown Parking Garage was initiated on January 13, 2021, with the architectural firm Gabor Lorant Architects. Since that time the project has progressed through Concept Design, Schematic Design (30% complete) and Design Development (90% complete). Overall timeline for project design is a little over a year to complete (May 2022). A publicly accessible website, managed by the architect, has been setup to provide general design information at the following location: <https://uptownsedonagarage.com/>

The project CMAR, McCarthy Building Companies, Inc has been actively engaged in design phase services since joining the project team in June 2021. These design phase services include value engineering, drawing review, budget evaluation/cost control, constructability assessment, construction logistics and means/methods, and other areas of the project's construction. Construction on the project is anticipated to start in July of 2022 and be completed June/July of 2023.

Project public outreach is ongoing. At this stage of the design one public outreach meeting has been conducted; three stakeholder meetings; a P&Z public hearing as well as a City Council hearing (for Major Community Plan Amendment and Re-zoning of the project site).

Additionally, a work session was conducted with Planning and Zoning as a conceptual review prior to submittal of a Development Review application. Other outreach also includes three neighborhood letter updates; monthly project updates to the City of Sedona website; quarterly updates to the Uptown Parking Committee; and routine updates to the project specific website. Future project outreach includes a public information meeting (currently looking at a February 2022 date); 2 additional stakeholder meetings; additional neighborhood letter notifications, and related notices relative to the project's development review and status Community Development/Planning & Zoning.



Forest Road Perspective - Single-story Concept



Relative to sustainability, staff has reviewed and evaluated options with the Design Team, APS, and other relevant parties and will be updating Council on the two sustainability items of Electric Vehicle Supply Equipment (EVSE) and Solar Panel/Array System(s). The Design Team has provided three options for a Solar Array System and staff seeks Council direction on which of the three options to pursue. Information on the status of EVSE and additional information on the three options for Solar Panel/Array Systems can be found on the PowerPoint presentation slides for SIM-3A Uptown Sedona Parking Garage (slides 26-34), which is included as Exhibit C.

The Sustainability Program recommends that the City continues to pursue electric vehicle charging equipment through Electrify America (EA). The EA equipment will come at no cost to the City and they will manage all required electrical grid upgrades. Maintenance, repairs, electricity costs, and charging fees will also be handled by EA, making this the most sustainable option for the City in the long term.

The Sustainability Program also recommends Option B for the Solar Array System as a cost-effective means of reaching Climate Action Plan goals. Option B will provide 132% of the expected energy demand for the building. This would make the garage a zero-emissions building, would provide the capability to continue being zero-emissions in the case of added energy demand, and would allow the City to sell any excess renewable energy back to APS for a small revenue. While Option C would provide even more renewable energy, this energy would go right back to the grid and not fully offset the additional construction or maintenance costs of the EA equipment, which is separate from the building energy demand. As such, if the City is

interested in spending additional funding on solar energy, there are likely more cost-effective options that would reduce long-term City costs and emissions or reduce community-wide emissions and residential energy rates.

SIM-5B Forest Road Connection

Design of the project is 100% complete. Right-of-way and easement acquisitions continue to be in process. A sealed construction bid solicitation for the project was initiated on September 22nd, 2021 and was closed on November 4th. The bids prices received were

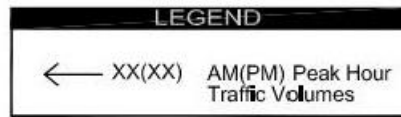
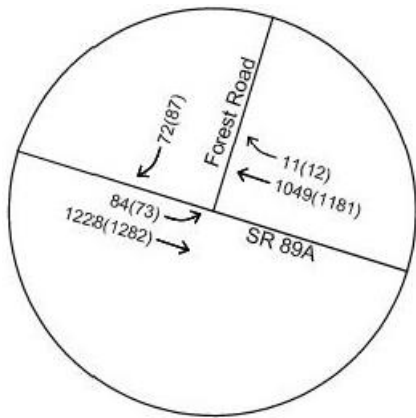


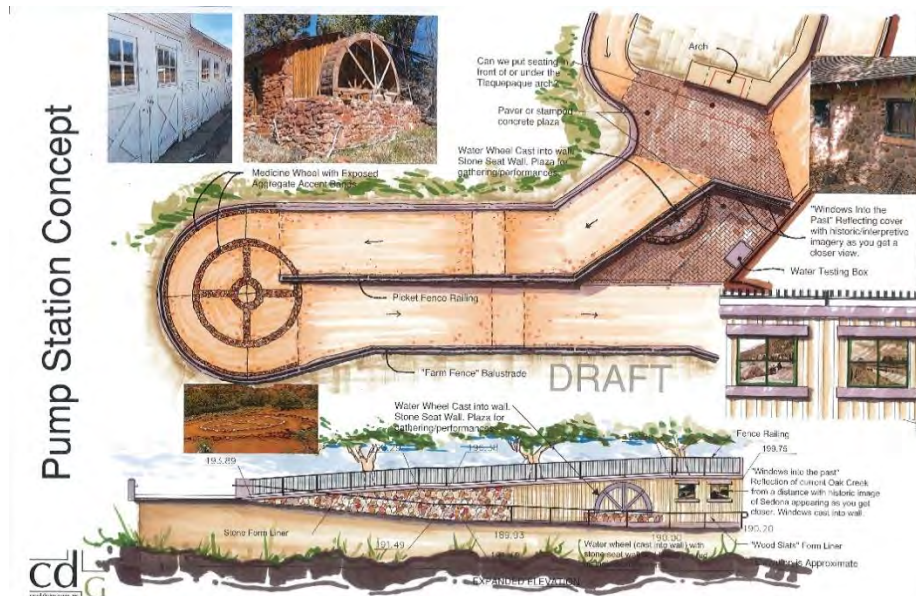
Figure 3 – 2025 Traffic Volumes

substantially above the Engineers Opinion of Cost, accordingly, it was decided to reassess the construction documents and redefine the scope of work and costs as appropriate and conduct a second sealed bid solicitation. Subsequent therewith a second bid advertisement was initiated the end of December 2021 and re-

bidding of the project is currently in process with an anticipated closing date of February 3rd, 2022.

SIM-4C Pedestrian Crossing at Oak Creek

The design contract for this project was approved by Council on September 24, 2019. Following a temporary suspension of design activities to assess impacts of the pedestrian



pathway on existing Sycamore trees, the design, reinitiated in March, recently reached the 90% completion milestone, which included added design considerations to the existing at-grade crossing. The 90% design plans have been reviewed by both Staff and ADOT and are currently back in the hands of the City's Engineer for final completion of the Design. It is anticipated

that final design will be complete in February and pending final review should be ready for

construction bidding middle to late March 2022. Construction is anticipated to take 9 months and be completed on or about January 2023.

SIM-7/8 Enhanced Transit Service

Trailhead Shuttles:

As of 1/13/21, the trailhead shuttle vehicles are still in Indiana receiving various component upfits. Creative Bus Sales anticipates the vehicles will arrive at their Phoenix location in the coming weeks. Once in Phoenix, the vehicles will then require additional equipment installation as well as the completion of the vehicle wraps. Given the amount of time required to complete this work, there exists a potential that the scheduled implementation date of March 10th, may be delayed.

Microtransit:

The three Microtransit vehicles that are being purchased by the city have been ordered. Due to supply chain issues, Creative Bus does not anticipate the availability of the chassis(s) until late summer of 2022. As the vehicle build can take two to three months, the Microtransit service may be delayed into next fall or beyond.

According to ADOT, the FTA has begun the process of funding the State's 5339 grant allocation, which would fund the other two Microtransit vehicles that were awarded to Sedona by ADOT through a competitive grant process. Staff anticipates that the delivery of these vehicles will also be substantially delayed.

Microtransit Passenger Fare Policy:

In anticipation of the future deployment of the Microtransit service, staff is recommending that a passenger fare be charged for this service.

Establishing and modifying public transit fares require a rather extensive public notice and engagement process which include,

- 1) FTA Public Notice Requirements: Public notice shall be sufficiently early for the public to participate in the decision-making process. Any fare or significant route changes shall be subject to the following public notice process:
 - i. Public notices shall be published in the newspaper(s) having general circulation in the vicinity of the Sedona area and on the main page of the city's transit website for a minimum of 2 weeks. Additional notices may be posted throughout the community (libraries, grocery stores, post offices, etc.) and published through other city social media accounts, radio announcements, and community list services. The city shall publish two notices of public meetings, at least one week apart. The date of the final meeting shall be at least five days after the second notice has been published.
- 2) City Public Notice Requirements:
 - i. Any new fees that are being imposed need to be posted on the website at least 60 days before the City Council can act to approve them. Staff must post a Notice of Intention, along with a report justifying the fees. Such fees would take effect 30 days after Council approves them.

Staff shall provide a preliminary recommendation for the Microtransit fare structure to the City Council during the January 25, 2022, Council meeting for discussion and possible direction.

Intelligent Transportation System (ITS) Technology:

The vendor who will provide the ITS technology has been selected through a competitive bid process. TransLoc™ of Durham, North Carolina has been selected to provide the Fixed Route, Microtransit, Digital Pass, and VoiP technology solutions. The contract value is below the threshold requiring Council approval, and that contract should be ready for the City Manager's signature within the coming weeks. Staff remains optimistic that the trailhead shuttles can be deployed on March 3, 2022; however, several elements still need to come to fruition, which are discussed in detail below.

SIM-5C Los Abrigados / Brewer Road Connection Staff is also now coordinating with Los Abrigados to provide a connection from their property through the City owned Ranger Station property to Brewer Road. Staff presented the project to the Historical Preservation Commission and the Planning and Zoning Commission and received approval for an amendment to the existing Ranger Station Park Master Plan. Staff has finalized a cost-share agreement with Los Abrigados formalizing their 50% contribution to the project, up to \$75,000. The cost share agreement and resolution are included as Exhibits A and B. Once approved, staff will advertise for construction bids, with the hope of starting construction in April 2021.

SIM-1B, Uptown Northbound Improvements

While southbound congestion has drastically improved with the completion of SIM-1A, northbound delay continues to be an issue. At the February 24, 2021 Council meeting staff was directed to move forward with a study to do further data collection, modeling, and analysis to identify strategies that will help alleviate northbound congestion. Part of the scope is to update the overall traffic model to include expected improvements for Transit, the Pedestrian Crossing at Tlaquepaque, a new roundabout at Forest Road, and an extension of Ranger Road that were not originally included in the modeling done for the TMP. Extensive data collection including aerial drone footage was collected on March 20, 2021. The consultant has calibrated the existing conditions model to replicate actual volumes and travel times that were observed on that day. Staff presented the findings and recommendations to Council at the October 2021 SIM Update. The design memo has since been completed, and we have received a proposal from our consultant for the actual design of the Forest Road geometric improvements and a right turn at Amara Lane. Design is expected to begin in February, with public outreach occurring early on to get input from adjacent businesses.

SIM-5A Portal Lane / Brewer Road Connection

The intent of these improvements is to require vehicles that enter the parking lot to exit out to Brewer Road and provide signage for vehicles coming from the south side of Soldier Wash to use that exit if their destination is West Sedona or Uptown. Initially the intent was to connect to Ranger Road through the Tlaquepaque parking lot, but after reviewing all options with feedback from Tlaquepaque partners, we are now pursuing the idea of a bridge over Soldier Wash that would connect to Brewer Road. We have received feedback from Tlaquepaque related to the initial concept and we are currently reviewing that along with our consultant. Details of the bridge, and how the connection will align with Brewer Road will be included in the design of the Brewer Road / Ranger Road Intersection project.

SIM-4A, Y Roundabout Modernization

Modeling and analysis of the two-month testing of the directional signing and turn restrictions did not indicate enough of a benefit to continue moving forward with the project as previously scoped. As a result, the proposal to put a slip lane from SR 89A from West Sedona to southbound SR 179 through the ADOT property will not be pursued, no lanes will be added or changed, and there will be no encroachment on private property. The project has been modified to focus on modernization enhancements to the roundabout and adjacent roadway including signing, striping, and pavement rehabilitation to improve safety and the efficiency of the roundabout operations. Staff will continue to look for ways to improve efficiency in this area in the future, as it is a known bottleneck during congested times. An amendment to the existing IGA was approved by Council on April 27, 2021 to reflect the revised scope and cost contribution. The construction contract was awarded to Asphalt Paving & Supply at the August State Transportation Board meeting, and construction started on September 7, 2021. Paving was completed in mid-October. The last remaining item is final striping which will occur this Spring when temperatures allow.

SIM-11 Bicycle and Pedestrian Improvements

These projects focus on improvements that can make walking and bicycling safer, more convenient, and more comfortable. The improvements we are currently pursuing begin the path toward a more bike-friendly and walkable Sedona. The GO Sedona master-planning effort has also been completed. This plan will be a blueprint for making Sedona a more walkable and bikeable community over the next 10 years, detailing what improvements the community wants to see and identifying the priority projects to complete. Collectively, the vision for these paths is to brand them as the Sedona Trails & Pathways System or ST&PS.

We have completed the Shared Use Paths on the Sanborn/Thunder Mountain Road and Sunset Drive projects and have seen significant pedestrian and bicycle traffic increase on these. There are several projects under way that include Shared Use Paths: Dry Creek Road; Shelby Drive, and the Posse Ground Parking/Soldiers Pass Road. Other shared use pathway projects, such as: Chapel Road; Navoti Drive to Dry Creek Road; and Pinon Drive are mostly complete relative to design and pending construction as budgets permit. In addition, we have recently completed the installation of bicycle green lanes at right turn transition zones on SR 89A in West Sedona. This is the first green lane application on ADOT right-of-way in the entire state.



SIM-12, Traveler Information

ADOT has been displaying travel times to Sedona on the I-17 corridor since December 2018. Staff continues to engage ADOT to ensure that the information provided to travelers is meaningful and accomplishes the objectives of the City. The data source for the ADOT signs has been compared with the City's data, and it is accurate within a couple minutes. Staff is continuing to monitor data and is in process of analyzing what effect the signage may have. ADOT has submitted a proposal for additional infrastructure that is included in Governor Ducey's rural broadband initiative. The proposal includes fiber-optic improvements and several dynamic message sign (DMS) boards along I-17 as well as additional cameras and wrong-way detection. ADOT is awaiting information on budget/revenue impacts before these projects may proceed. If/when this is approved, the City will coordinate to discuss options for using and locating a DMS board closer to the SR 260 intersection for northbound motorists. Staff submitted an encroachment permit to ADOT in early December for the new sign location to help expedite the process. We are still waiting for ADOT to provide comments.

Cameras have been installed along SR 179 near Tlaquepaque and at midblock in Uptown to monitor current traffic conditions. The City Information Technology Department is working on how to make the camera photos publicly viewable. Staff is pursuing other locations for cameras as well.

SIM-10 West Sedona Signal Improvements

At the urging of City staff, the ADOT Northcentral district has begun evaluating the performance of signals in West Sedona. Based on vehicular volumes at the Coffee Pot and Rodeo intersections, ADOT is considering removing one of the crosswalks on SR 89A at each intersection, which would increase green time on SR 89A by 20 seconds on each cycle. This project has been on hold and staff is awaiting further information from ADOT.

SIM-6, Neighborhood Street Connections

Neighborhood connections were put on hold in 2018. However, as of the 2020 City Council retreat, Council has requested that neighborhood connections be reevaluated with the primary focus on neighborhoods with single points of ingress and egress. This reevaluation has been on hold until Public Works has available staff time to pursue this effort.

Community Plan Consistent: Yes - No - Not Applicable

The Sedona In Motion program in general supports the six Vision Themes of the Sedona Community Plan.

- Environmental Stewardship: Conserves natural resources associated with wasteful vehicle operations due to congested travel time.
- Community Connections: Supports community connections through its emphases on public participation and involvement during design development and indirectly by improving mobility between gathering place in Uptown Sedona.
- Improved Traffic Flow: Reduces congestion and travel times and improves vehicle and pedestrian safety.
- Walkability: Reduces vehicle and pedestrian conflicts improving walkability and safety.
- Economic Diversity: Improves local resident and visitor access through multimodal transportation options and connections.
- Sense of Place: 1% of project expenditures will go towards the development of arts, cultural, or heritage. Projects will be built consistent with local codes and with intention on preserving or complimenting the natural and scenic beauty of Sedona.

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

Strategies such as Transit and ST&PS aim to remove vehicles from our roadways and reduce vehicle emissions. Various other strategies reduce travel times which minimizes wasteful vehicle operations.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2022-___, authorizing a cost-share agreement with Los Abrigados for the Brewer Road Connection Project.

WHEN RECORDED RETURN TO:

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

Public Infrastructure Cost-Sharing Development Agreement (V2.1)

This Public Infrastructure Cost-Sharing Agreement (“Agreement”) is entered into as of this _____ day of _____, 2022, by and between the City of Sedona, an Arizona municipal corporation (“City”), Sedona Vacation Club, Inc., and the Inn at Los Abrigados Owners Association (collectively “Los Abrigados”). City and Los Abrigados may be referred to individually as “Party” and collectively as the “Parties”.

RECITALS

- A. Sedona Vacation Club, Inc. is an Arizona Corporation, and is the owner of real property located within the limits of the City, commonly known as “Los Abrigados Resort & Spa” located at 160 Portal Lane, Sedona, Arizona 86336 (the “Property”). For the purposes of this agreement, Sedona Vacation Club Incorporated and the Inn at Los Abrigados Owners Association will be responsible for the financial contributions stated herein.
- B. The City desires to improve congestion on the SR 179 corridor in the vicinity of Portal Lane. One strategy to accomplish this as identified in the City’s Transportation Master Plan, is to reduce the number of vehicles accessing Portal Lane, whose destination is Uptown or West Sedona. After exiting Portal Lane, these vehicles must travel southbound on SR 179, make a U-turn at the Schnebly Hill roundabout, and then proceed northbound on SR 179. Reducing these trips will help to alleviate overall congestion for both the northbound and southbound directions of travel for the SR 179 corridor.
- C. To help achieve the goals as indicated in Recital B, the City and Los Abrigados have agreed to implement a one-way exit driveway connection from the northwest corner of the Los Abrigados Property, to City owned Ranger Park at 250 Brewer Road.
- D. Arizona Revised Statutes § 9-500.05 authorizes the City to enter into a development agreement with a land owner or any other person having an interest in real property to facilitate development of the real property by providing for, among other things, the conditions, terms, restrictions, and requirements for public infrastructure and the financing of public infrastructure.
- E. It is in both the interest and welfare of the general public and in the best interests of the Parties that the above-described improvements be constructed in order to mitigate congestion on SR 179 and provide a more direct and convenient route for vehicles departing Los Abrigados who are destined for West Sedona or Uptown. To that end, the Parties wish to financially participate

in the construction of the Los Abridados to Ranger Park Connection ("Project"), identified in the City's capital program as SIM-5C.

- F. Los Abridados desires to work with the City as a sponsor of the public Project, and the City is willing to participate in the Project as the public sponsor as further described in this Agreement.
- G. The Project is detailed in the construction plans titled "Los Abridados Driveway Construction Plans".

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and the covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

- A. Accuracy of the Recitals. The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.
- B. Term. Once executed by the Parties, the term of this Agreement shall be deemed to commence as of the date that this Agreement is fully executed, and shall continue for two (2) years thereafter.
- C. Financial Contributions for the Project. The Parties shall each share as follows for the contract costs of the Project: Los Abridados will contribute 50% of the as-bid construction cost, up to a maximum of \$75,000 (the "Contribution") and the City will be responsible for the remaining construction costs. No later than ten (10) calendar days after: (1) the full execution of this Agreement, and (2) written confirmation from the City to Los Abridados of an accepted construction bid amount, in the City's sole discretion, and that the construction contract with the contractor chosen to perform the project work ("Contractor") has been finalized and is ready for execution, Los Abridados will be responsible for: (1) execution of the Temporary Access Agreement, and (2) paying one-half of its total Contribution. Los Abridados shall pay the remaining balance of their Contribution prior to June 30, 2022. Any amounts above the Accepted Bid Amount or added to the contract at any time including during construction, not requested in writing by Los Abridados, will be the sole responsibility of the City. The award of the construction contract is contingent upon Los Abridados executing this Agreement. The City reserves the right to, in its judgment, reject any and all construction bids submitted in the public's interest, including if the bids exceed the engineer's estimated cost of construction.
 - 1. Los Abridados shall have the right to add to the original scope and extent of the public infrastructure improvements as depicted in the final design drawings for such things as aesthetic improvements, landscaping, or other improvements intended to be to their sole benefit through change orders approved in advance by the City, which approval shall not be unreasonably withheld or delayed. Los Abridados shall submit actual plans and specifications for any augmented improvements to the City, as well as bids or proposals received by Los Abridados to construct the augmented improvements, for the City's review and approval. The additional cost of any such augmented improvements shall be borne solely by the Party requesting the improvement, and one hundred percent (100%) of the funding shall be submitted to the City before any change order implementing the improvements is authorized.

2. Improvements made by Los Abridados, as noted above, after contract time is no longer available for such improvements, shall be accomplished through a City Building Permit. If a City Building Permit is obtained for this purpose, within 2-years of the contract Final Completion date issued by the City Engineer, the permit fee will be waived.
 3. Construction of the Los Abridados to Ranger Park Connection Project does not convey to Los Abridados any easement, interest in land or property rights to City property or the Project driveway. Nothing contained in this Agreement shall require the City to maintain open the Project connection if the City determines that it is in the best interest of the City to close the connection. In the event that the City closes the Los Abridados to Ranger Park Connection, the City will reimburse Los Abridados its Contribution for the construction cost, up to a maximum of \$75,000, and restore Los Abridados property nearly as possible to the condition it was in prior to the Project. This Section 3.C. shall survive the termination of this Agreement.
- D. City Duty to Obtain Permits; Applicable Laws. The City shall obtain any and all necessary permits, licenses and approvals from all applicable entities (collectively, "Approvals"), and require that Contractor and all other third parties obtain all necessary, or required Approvals, in order to construct, operate, repair, or that are otherwise required for the Project. The City shall obtain, and shall maintain, all necessary approvals, permits, consents, and authorizations from all governmental authorities and other persons or entities necessary for the City ownership, maintenance, operation, repair, and replacement of the augmented public infrastructure improvements. City hereby agrees to abide, and shall insure that City and all City personnel and officials, abide by, all applicable federal, state and local laws, codes, statutes, rules, regulations and ordinances, including, but not limited to, the United States Foreign Corrupt Practices Act and all other anti-corruption and anti-bribery laws and regulations ("Applicable Laws") and shall require and insure that all employees, contractors, vendors and service providers that are retained by Contractor, City or any other party for the Project shall abide by all Applicable Laws. City shall provide Los Abridados with copies of all such permits and licenses promptly upon request but in no case more than fifteen (15) days thereafter.
- E. Access/Right of Way. Los Abridados will grant the City and the Contractor temporary access to the Property for purposes of completing the Project conditioned upon and subject to the execution of a separate written temporary access agreement with such terms and conditions required by Sedona Vacation Club and Inn at Los Abridados Owners Association ("Temporary Access Agreement") and Sedona Vacation Club and Inn at Los Abridados Owners Association shall have the right to terminate this Agreement without penalty if the Contractor fails or refuses to execute the Temporary Access Agreement.
- F. Warranty Period; Maintenance. The City will require the Contractor to warranty all components of the work for a 2-year period after completion of the Project. After the 2-year warranty period has expired, Los Abridados will be responsible for maintaining all improvements on their property, including the gate. The City will only be responsible for the driveway on City property after the 2-year warranty period has expired.
- G. Performance. City shall require that (1) Contractor and Service Providers (as that term is defined below) diligently and in good faith pursue completion of all work associated with the

Project and perform all such work in a good, professional and workmanlike manner and in accordance with all industry standards, contractual requirements and Applicable Laws and (2) Contractor and Service Providers shall at all times enforce strict discipline and good order among, require the highest levels of professionalism and courtesy by, and be responsible for any and all injury or damage to any person and property caused by, Contractor and Service Provider's employees and other persons carrying out any work related to the Project.

H. City Representations and Warranties. The City represents, warrants, and covenants to Los Abrigados that all the City's representations, findings, warranties, and covenants set forth in this Agreement are true in all material respects as of the date of this Agreement.

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

I. Inn at Los Abrigados Owners Association and Sedona Vacation Club, Inc. Representations and Warranties. Inn at Los Abrigados Owners Association and Sedona Vacation Club, Inc. represent, warrant, and covenant to the City that each of their respective representations, warranties, and covenants set forth in this Agreement are true in all material respects as of the date of this Agreement.

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

2. That Sedona Vacation Club, Inc. is duly organized and a validly existing corporation licensed to do business in the State of Arizona. The transactions contemplated by this Agreement, the execution of this Agreement, and Sedona Vacation Club, Inc.'s performance hereunder have been duly authorized by all requisite action, and no other approval or consent is required for this Agreement to be binding upon Sedona Vacation Club, Inc. The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind Sedona Vacation Club, Inc. The execution of this Agreement and the consummation of

the transactions contemplated hereby will not result in any violation of, or default under, any term or provision of any applicable Agreement, instrument, law, rule, regulation, or official policy to which Sedona Vacation Club, Inc. is a Party or by which Sedona Vacation Club, Inc. is bound.

J. Mediation, Arbitration, and Default.

1. Mediation. If a dispute arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties agree to engage in a good faith effort to select a mutually acceptable mediator.
2. Arbitration. If the mediation procedure set forth in the mediation paragraph above does not resolve a dispute, then the Parties may, without obligation to do so, jointly agree to subject such dispute to non-binding arbitration, pursuant to the rules of the American Arbitration Association, or other arbitration organization acceptable to the Parties.
 - a. If the Parties do jointly agree to subject such dispute to such arbitration, then the decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based.
 - b. The arbitration shall occur within the County of Coconino, unless the Parties agree otherwise in writing.
 - c. Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of any of the Parties under the Agreement, the City, and Los Abridados shall carry on with the performance of their respective duties, obligations, and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
 - d. The dispute resolution process set forth in this Agreement shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Los Abridados property, or to claims for injunction relief or mandamus by any Party.
3. Default and Cure Period. The failure by any Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period"), after written notice thereof from any other Party, shall constitute a default. In the event such default is not cured within the Cure Period, any non-defaulting Party shall have the right to seek all its rights and remedies, including injunctive relief or mandamus, in a court of competent jurisdiction. In all such cases of breach, the breaching Party shall diligently undertake all reasonable efforts to cure the breach prior to the expiration of the Cure Period.

- K. Notices and Filings. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (1) certified or registered mail, postage

prepaid, return receipt requested; (2) personal delivery or (3) recognized overnight delivery service. Such notices and communications shall be addressed as follows, or to such other addresses as any Party hereto may from time to time designate in writing and deliver in a like manner:

| | |
|--|---|
| City | Los Abridados |
| Karen Osburn City Manager City of Sedona 102 Roadrunner Drive Sedona, AZ 86336 | Sedona Vacation Club, Inc. and Inn at Los Abridados Owners Association Attn: General Counsel 6355 MetroWest Blvd., Suite 180 Orlando, Florida 32839 |
| Phone No: 928-204-7127 | With copies also sent by email to: notices@diamondresorts.com Phone No.: 702-804-8600 |

Notice shall be deemed to have been given upon receipt or refusal. The telephone numbers listed above are for purposes of providing the same to overnight delivery services, and are not to be otherwise used for notice purposes.

- L. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City, Sedona Vacation Club, Inc. or the Inn at Los Abridados Owners Association of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

- M. Termination. Prior to the City issuing a notice to proceed to the Contractor for the improvements, this Agreement may be terminated without cause by either Party upon written notice to the non-termination Party. After execution of the construction agreement this Agreement may only be terminated upon mutual consent of the Parties or by either Party for any material breach of this Agreement in accordance with the termination provisions provided herein.

- N. Indemnification.
 1. Los Abridados agrees to indemnify and hold harmless the City, its elected officials, appointees, employees, affiliates, agents, assigns and successors from any liability for claims, suits, losses, damages to persons or property, including investigation and expert witness and attorney’s fees, arising as a result of Los Abridados’ breach of this Agreement or for any injury or death resulting from Los Abridados’ negligence or willful misconduct.

 2. City agrees to indemnify and hold harmless Los Abridados, Hilton Grand Vacations, Inc., their respective parents, subsidiaries and affiliates and each of their respective owners, managers, officers, directors, employees, members, and successors from any liability for claims, suits, losses, damages to persons or property, including investigation and expert witness and attorney’s fees, arising as a result of City’s breach of this Agreement or for any injury or death resulting from City’s negligence or willful misconduct.

3. City shall require that each contract with Contractor or any other Service Provider (as that term is defined below) shall include the following provision:

“To the fullest extent permitted by law, Contractor [or Service Provider] agrees to indemnify, defend and hold harmless Los Abridados, Hilton Grand Vacations, Inc, their respective subsidiaries, parents and affiliates, and each of their respective officers, directors, members, managers, employees, partners, shareholders and agents (individually a “Indemnified Party” and collectively, “Indemnified Parties”), from any causes of action, suits, liens, losses, judgments, debts, damages, claims and demands which arise from or relate to: (i) Contractor’s [or Service Provider’s] performance or failure to perform under this Agreement, (ii) Contractor’s [or Service Provider’s] breach of any provision, representation or warranty of this Agreement, (iii) the intentional, willful, illegal, dishonest or negligent acts or omissions by Contractor [or Service Provider], its subsidiaries, parents and affiliates, and each of their respective officers, directors, members, managers, employees, partners, shareholders, contractors and agents (collectively, “Contractor [or Service Provider] Parties”) and (iv) any breach or violation of any Applicable Laws, of or by, Contractor [or Service Provider] or Contractor [or Service Provider] Parties. Contractor [or Service Provider] shall defend Indemnified Parties using counsel selected by the Indemnified Parties, and Contractor’s [or Service Provider’s] obligations shall include the obligation to pay reasonable attorneys’ fees and costs in connection with such defense, or to reimburse the Indemnified Parties promptly for such attorneys’ fees and costs. This Section shall survive the expiration or termination of this Agreement for any reason whatsoever.”

4. This section shall survive the expiration or termination of this Agreement for any reason whatsoever.
- O. Insurance. Upon City’s execution of this Agreement, City shall furnish, and require that the Contractor and all other Service Providers furnish, Los Abridados with the certificates of insurance and endorsements that meet the requirements described in Exhibit “A” (“Insurance Requirements”). Each Service Providers understands and agrees that all insurance procured by Service Provider is primary and non-contributory over any insurance held by Sedona Vacation Club, Inc. or Inn at Los Abridados Owners Association and is intended to respond to any indemnification event. Los Abridados shall have the sole and unconditional right to terminate this Agreement with written notice to Service Provider if Service Provider fails or refuses to satisfy the Insurance Requirements.
 - P. Attorneys’ Fees. In the event any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against another Party to enforce any of the terms, covenants, or conditions hereof, or by reason of any breach or default hereunder, the Party prevailing in any such action or other proceeding shall be paid all reasonable and documented costs and reasonable attorneys’ fees, including appellate court costs and attorneys’ fees, as set forth in A.R.S. § 12-341 et seq.
 - Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument so that the signature

of all Parties may be physically attached to a single document. Facsimile and scanned signatures shall be deemed to be original signatures for purposes of executing this Agreement and amendments hereto and for purposes of issuing all instructions authorized or permitted hereunder.

- R. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof.
- S. Exhibits. The exhibits attached hereto, and incorporated by this reference, shall have the same force and effect as if fully set forth in the body hereof.
- T. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality of the foregoing, each of the Parties shall cooperate in good faith regarding the prompt processing of any requests and applications for plan and specification, plat or permit approvals or revisions, and other necessary approvals relating to the development of the property in construction of the infrastructure improvements.
- U. Time of the Essence. Time is of the essence of this Agreement.
- V. Assignment. This Agreement may not be assigned without the express written consent of the non-assigning Parties. Consent shall not be unreasonably withheld.
- W. No Partnership and Third Parties. It is not intended by this Agreement, and nothing contained in this Agreement shall, create any partnership, joint venture, or other similar arrangement between Sedona Vacation Club, Inc. and Inn at Los Abrigados Owners Association, on one hand, and the City, on the other. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- X. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.
- Y. Amendment. No change or additions are to be made to this Agreement except by written amendment executed by the Parties hereto.
- Z. Governing Law. This Agreement is entered into in Arizona, and shall be construed and interpreted under the laws of the State of Arizona. In particular, this Agreement is subject to the provisions of Arizona Revised Statutes § 38-511.
- AA. Recordation. No later than ten (10) days after this Agreement has been executed by the Parties, it shall be recorded in its entirety by the City in the Official Records of Coconino County, Arizona.

BB. Reformation. Should any term, provision, covenant, or condition of this Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent thereof.

CC. Excused Delay in Performance. In addition to specific provisions of this Agreement, for a period of time equal to the period of the force majeure delay, untimely performance by a Party hereto shall not be deemed to be a default where delays or inability to perform are due to war, insurrection, strikes, slowdowns, lockouts, riots, floods, earthquake, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority (including, but not by way of limitation, referendums), litigation, severe weather, acts or the failure to act of any utility, public, or governmental agent or entity, and/or other causes beyond the reasonable control of said Party. In the event that a Party hereto is unable to perform due to an event constituting force majeure as provided for above, then the time for performance by said Party shall be extended as necessary for a period of time up to the period of the force majeure delay.

DD. Venue. Any legal action relating to this Agreement may be brought in the Coconino County Superior Court, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court that does not otherwise have jurisdiction to adjudicate the legal action.

EE. Severability. Every provision of this Agreement is, and will be construed to be, a separate and independent covenant. If any provision of this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid and will be enforced to the extent permitted by the law, and the Parties will negotiate in good faith for such amendments of this Agreement that may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

FF. Rights of Successors. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective heirs, representatives, lessees, successors, and assigns. The singular number includes the plural, and the masculine gender includes the feminine and neuter.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date and year first above written.

CITY OF SEDONA, an Arizona municipal corporation

By _____
Sandy Moriarty, Mayor

Attest: _____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Sedona Vacation Club Incorporated, an Arizona Corporation

By _____ Its _____
[Printed Name]

STATE OF _____)
) ss
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__
by _____, _____ of **Sedona Vacation Club Incorporated**, an Arizona Corporation, on behalf of the corporation.

Notary Public (Seal)

The Inn at Los Abridados Owners Association, an Arizona Corporation

By _____ Its _____
[Printed Name]

STATE OF _____)
) ss
County of _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__
by _____, _____ **The Inn at Los Abridados Owners Association**, an Arizona Corporation, on behalf of the corporation.

Notary Public (Seal)

Exhibit "A"
Insurance Requirements

City, Contractor and all subcontractors, service providers and material suppliers retained for the Project (collectively, "Service Providers") must submit verification of insurance by providing a certificate of insurance on a standard ACORD 25-S form issued by a carrier with an S&P or Best rating not less than A-VII, unless otherwise approved in writing by Sedona Vacation Club, Inc. and Inn at Los Abridados Owners Association.

The Certificate must include:

1. Additional insured endorsement for general liability naming **Sedona Vacation Club Incorporated, the Inn at Los Abridados Owners Association, Hilton Grand Vacations, Inc.**, and each of their respective parents, subsidiaries and affiliates and each of their officials, shareholders, principals, members, managers, officers, directors, employees and agents. Coverage is primary and non-contributory. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds.
2. A copy of the endorsement must be provided on form CG 2010 and form CG 2037 if applicable to service being provided.
3. The Certificate must also evidence that each carrier has provided Waivers of Subrogation in favor of **Sedona Vacation Club Incorporated, the Inn at Los Abridados Owners Association, and Hilton Grand Vacations, Inc.**
4. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the Insurance Services Office Commercial General Liability Policy form CG 0001©.
5. Additionally the policy(s) may not contain exclusions for residential or subsidence. Both must be evidenced on the certificate of insurance.
6. Certificate Holders must read:
Sedona Vacation Club Incorporated, and the Inn at Los Abridados Owners Association
10600 W. Charleston Blvd.
Las Vegas, NV 89135

For City, Contractor and all Service Providers, the following minimum and unimpaired limits of insurance (unless higher limits required by law or statute) are required. In addition to procuring and maintaining this insurance throughout the duration of the Agreement, City and Contractor agree to continue to procure and maintain products and completed operations liability insurance coverage following completion of the Project for a period of one year.

Workers' Compensation and Employer's Liability

Part One - Workers' Compensation: Statutory Limit

Part Two - Employer's Liability: Annual Limits:

Bodily Injury by Accident, each Accident: \$ 1,000,000

Bodily Injury by Disease, each Employee \$ 1,000,000

Bodily Injury by Disease, Policy Limit: \$ 1,000,000

Commercial General Liability

General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$2,000,000
Personal/Advertising Injury \$1,000,000
Each Occurrence Limit \$1,000,000

Coverage is required to be on an Occurrence form and shall apply to bodily injury and property damage for operations including independent contractors, products and completed operations.

Umbrella/Excess Liability

General Aggregate \$2,000,000
Each Occurrence Limit \$2,000,000

Limits can be provided by a combination of a primary Commercial General Liability policy and Excess or Umbrella Liability policy.

Automobile Liability

Commercial Business Auto Policy covering all owned, hired and non-owned automobiles, trucks and trailers with coverage limits not less than **\$1,000,000 Combined Single Limit** each accident for Bodily Injury and Property Damage. Coverage will apply both on and away from the Project site. All subcontractors shall be required to maintain limits of not less than **\$1,000,000 Combined Single Limit**.

Property Insurance

City, Contractor and Service Providers are solely responsible for their own insurance for owned and leased equipment and materials, whether such equipment is located at the Project site or "in transit". Service providers are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Agreement until installed at the Project site, service provider tools and equipment, and scaffolding and temporary structures, whether owned, used, leased, or rented by Service provider.

Note: Waivers Required

All Workers' Compensation, General Liability, Automobile, Umbrella or Excess Liability and Property insurers, including Contractor's equipment, shall waive all claims.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH SEDONA
VACATION CLUB INCORPORATED/THE INN AT LOS ABRIGADOS OWNERS
ASSOCIATION (“LOS ABRIGADOS”) FOR THE LOS ABRIGADOS TO RANGER
PARK CONNECTION PROJECT.**

WHEREAS, the City of Sedona (“City”) intends to enter into a cost-sharing development agreement (“Development Agreement”) for the construction of a one-way exit driveway from Los Abrigados to the City-owned Ranger Station Park, as set forth in the recitals and terms of the agreement with Sedona Vacation Club Incorporated/The Inn at Los Abrigados (“Los Abrigados”),

BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

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

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 25th day of January, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



SEDONA IN MOTION



**SETTING INTO MOTION THE CITY OF SEDONA'S
TRANSPORTATION MASTER PLAN**



SIM Public Outreach

- Nearly 5,600 engagements via survey responses, public meetings, open houses, shared use path mailers, and news coverage between spring 2016 and now.
- 626 subscribers to SIM email update list
- 180 letters sent to residents north of the Owenby Way extension – October 2019
- 42 Monday Morning Meetups for SIM-1
- 510 responses on the budget survey that asked about SIM topics
- 4100 people reached with Facebook post on May 2021 SIM video update
- Individual meetings as appropriate for key projects and project stakeholders throughout project design development
- Shared Use Path Mailers:
 - 56 addresses for Sunset Drive
 - 1235 addresses for Sanborn-Thunder Mountain
 - 350 addresses for Soldiers Pass



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Sim 7 & 8

Enhanced Public Transportation



WWW.SEDONAAZ.GOV/SIM

Microtransit Passenger Fares



WWW.SEDONAAZ.GOV/SIM

Discounted Fare Requirements



Under 49 U.S.C. Section 5307(d)(1)(D) of the Federal Transit Act, federally subsidized transit providers may not charge more than half of the peak fare for fixed route transit during off-peak hours for seniors, people with disabilities, and Medicare cardholders. This is not an Americans with Disabilities Act (ADA) requirement. Rather, this is a general condition placed upon those receiving federal funding for transit from the Federal Transit Administration (FTA).



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Proposed Microtransit Fare Structure



| Fare Type | Regular Fare | Discount |
|--------------|--------------|----------|
| Single Trip | \$5.00 | \$2.50 |
| Day Pass | \$12.00 | \$6.00 |
| Monthly Pass | \$95.00 | \$45.00 |



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Proposed Discount Fare Policy

Discount Fare Policy: 50% Discount on all fares for

- 60+ Years of age (Proof of age may be required)
- Medicare Cardholders
- Veterans (With ID)
- Persons with Disabilities



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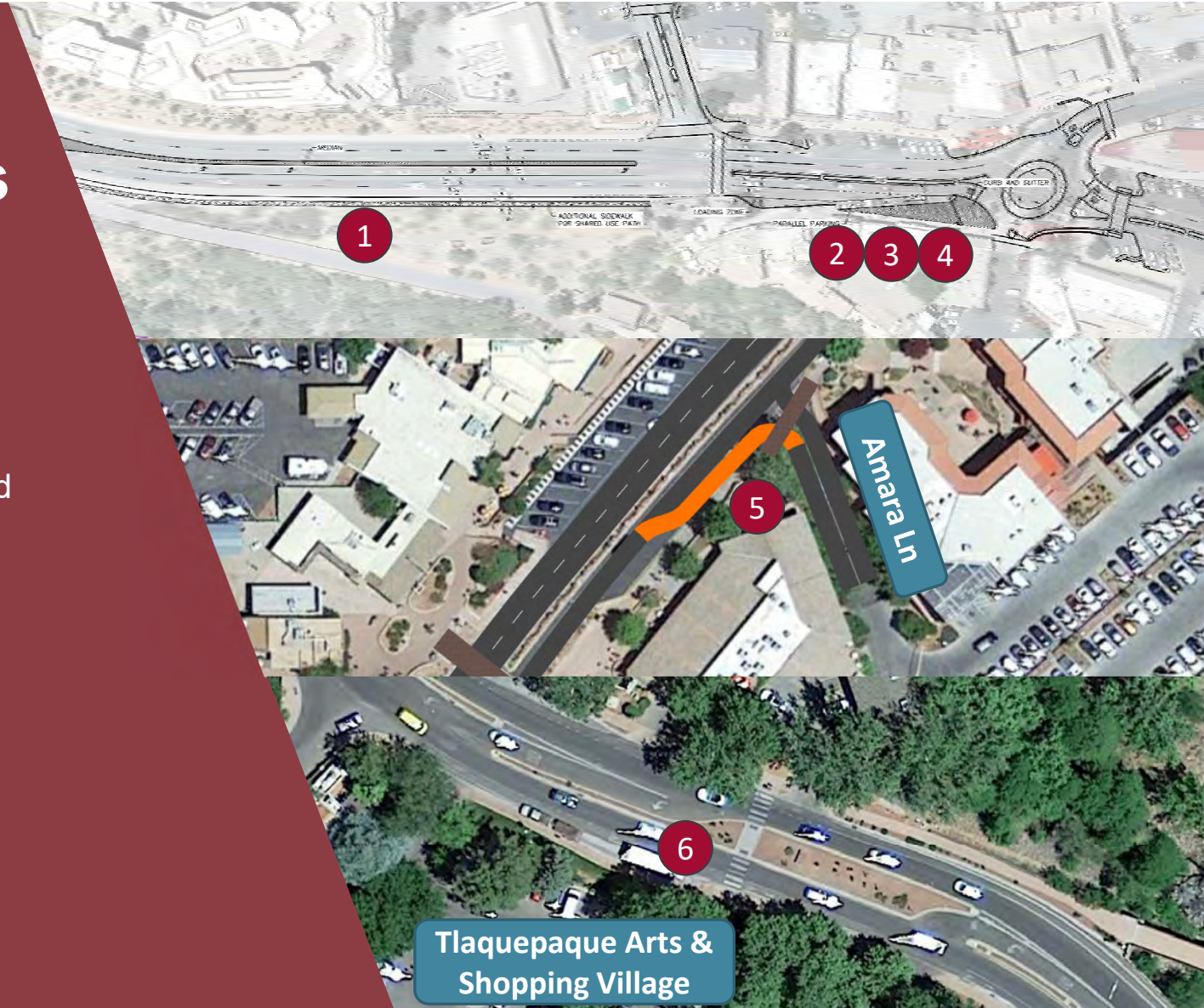
SIM-1B NB IMP's

Summary of Findings

SR 89A NB congestion in Uptown stems from two main points, pedestrian crosswalks and Forest Rd intersection.

Geometric improvements at Amara Ln and between "Y" and Forest Rd provide the most delay savings.

Improvements should be first implemented in Uptown prior to addressing issues on SR 179 due to downstream capacity constraints.





SIM-5A Portal/Ranger Connection



- Design is nearly complete
- Construction pending acquisition of access easement
- Implementation on hold
- Alternatives and performance between Ranger Road and Schnebly Hill Road will be further evaluated with modeling scope of Uptown Northbound project



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SIM-5C Los Abrigados/Brewer Connection



- Los Abrigados expressed a willingness to contribute \$50K towards construction
- Design is underway, 60% complete, finalized by end of FY21
- Presented to HPC and P&Z, approved moving forward with park master plan amendment
- Driveway location dependent on sight distance



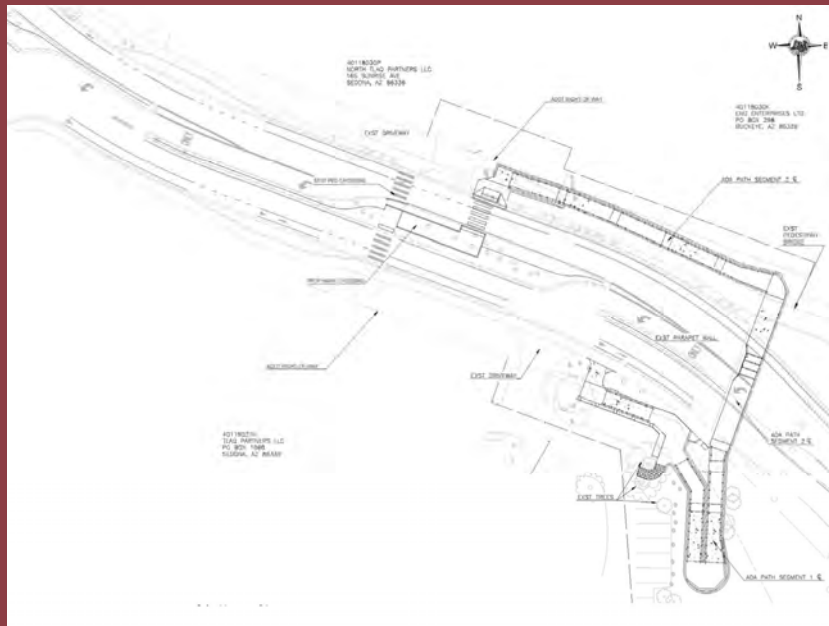
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SIM-4 SR 179 Improvements

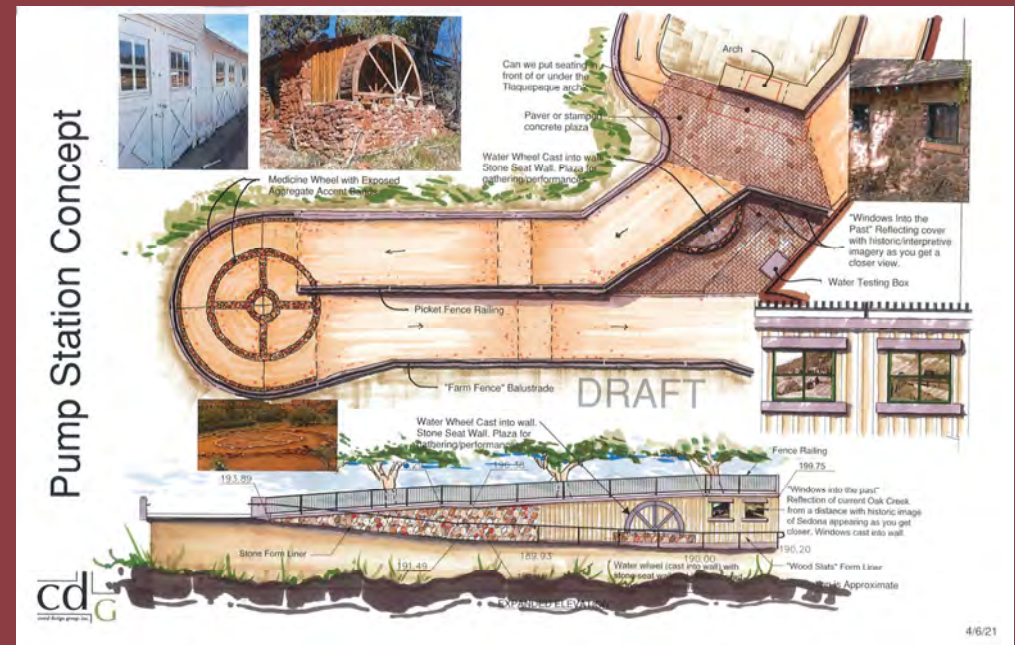


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SIM-4C Ped Crossing at Oak Creek



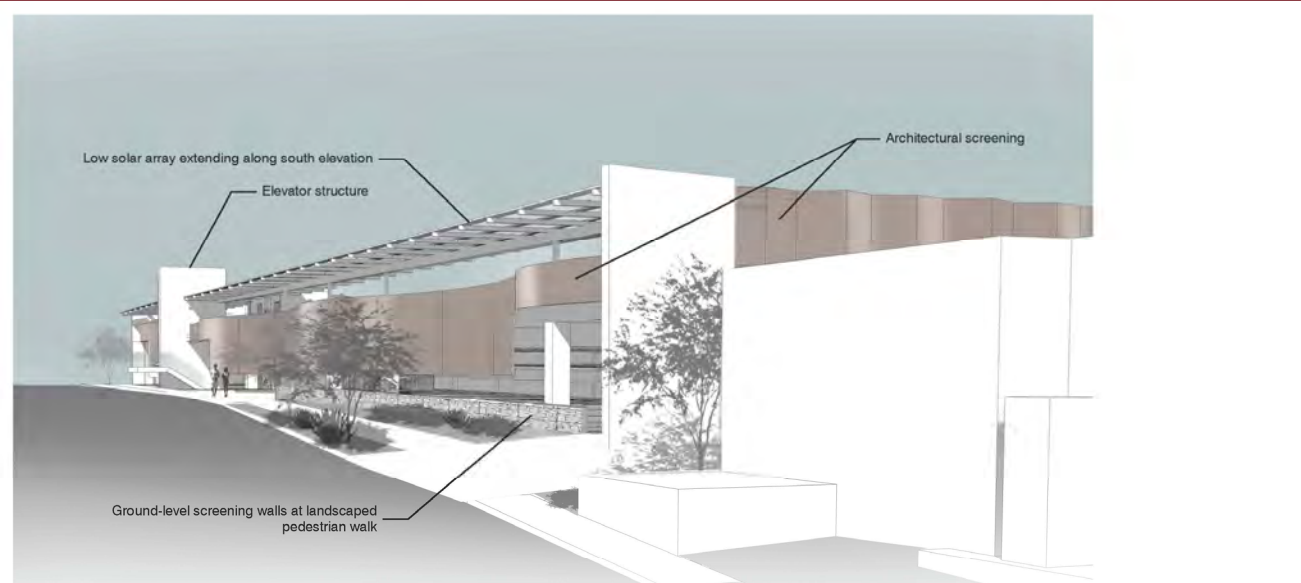
- Design: 90% complete.
- ADOT and Staff reviewed
- 100% plans anticipated by mid-January
- Anticipated construction completion is February 2023



WWW.SEDONAAZ.GOV/SIM

SIM-3A Uptown Sedona Parking Garage

1 of 9



Forest Road Perspective - Single-story Concept

PROJECT STATUS:

- Concept Design, Schematic Design (30%) and Design Development (60%) are now completed.
- Overall Design will take a little over a year to complete (May 2022).
- The CMAR, McCarthy Building Companies Inc, is actively engaged in design phase services (i.e. value engineering, drawing review, budget evaluation/cost control, constructability review, construction logistics and means/methods, etc..)
- Construction completion is anticipated by Spring/Summer 2023.
- Public outreach efforts (Public Information and Stakeholder Meetings) are planned for February.
- A Schematic Design work session was conducted with P&Z in November 2021
- A Development Review application has been submitted and is in process.

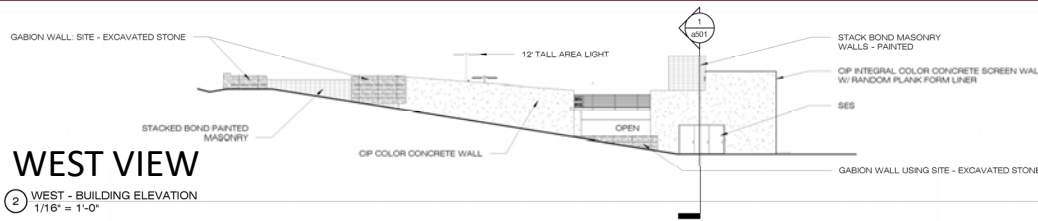


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SIM-3A Uptown Sedona Parking Garage

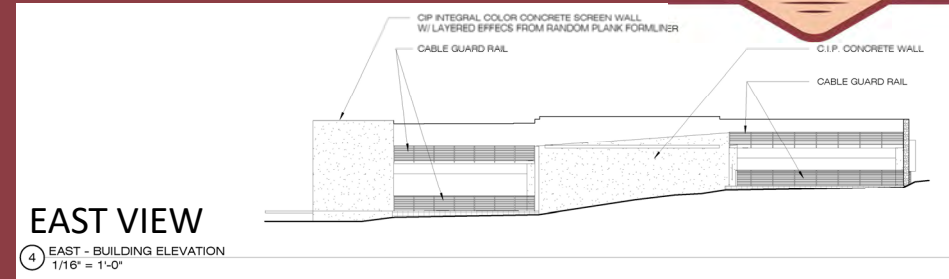


2 of 9



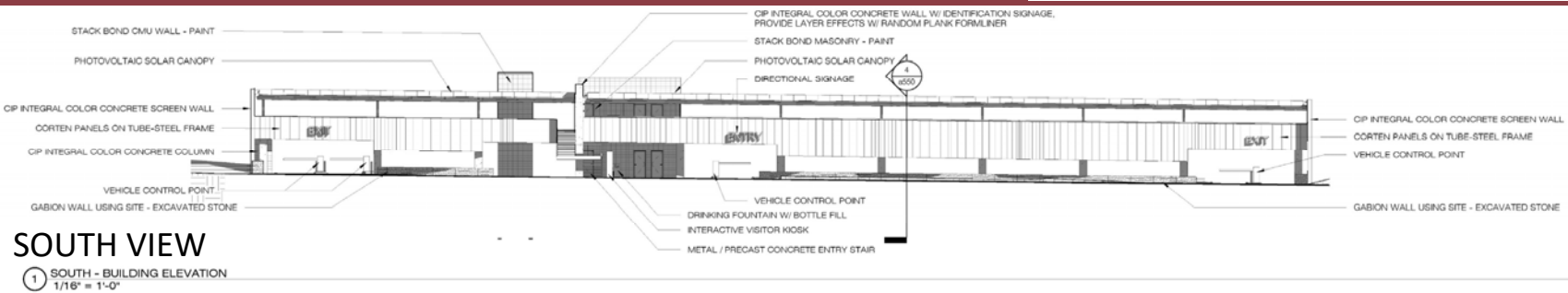
WEST VIEW

2 WEST - BUILDING ELEVATION
1/16" = 1'-0"



EAST VIEW

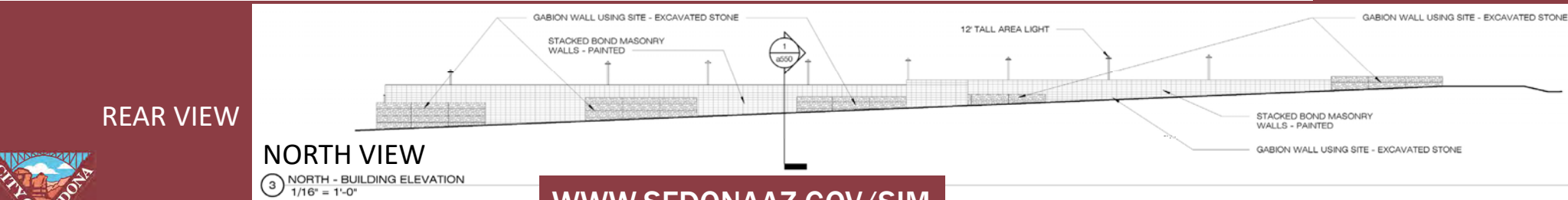
4 EAST - BUILDING ELEVATION
1/16" = 1'-0"



SOUTH VIEW

1 SOUTH - BUILDING ELEVATION
1/16" = 1'-0"

FRONT VIEW
(view from Forest Road)



NORTH VIEW

3 NORTH - BUILDING ELEVATION
1/16" = 1'-0"

REAR VIEW

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SIM-3A Uptown Sedona Parking Garage

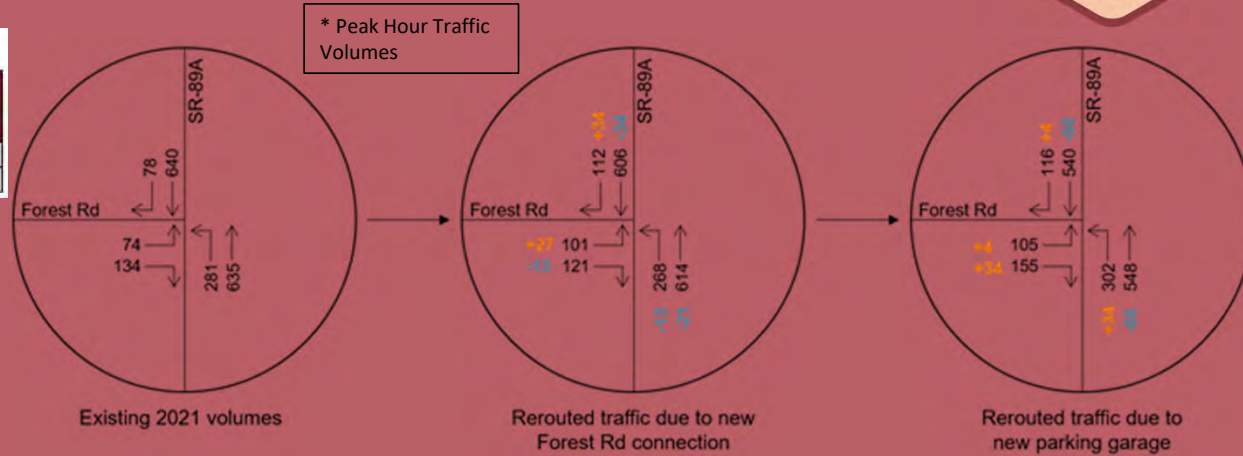


EXISTING (2021) TRAFFIC VOLUMES & LOS – FOREST ROAD/SR-89A

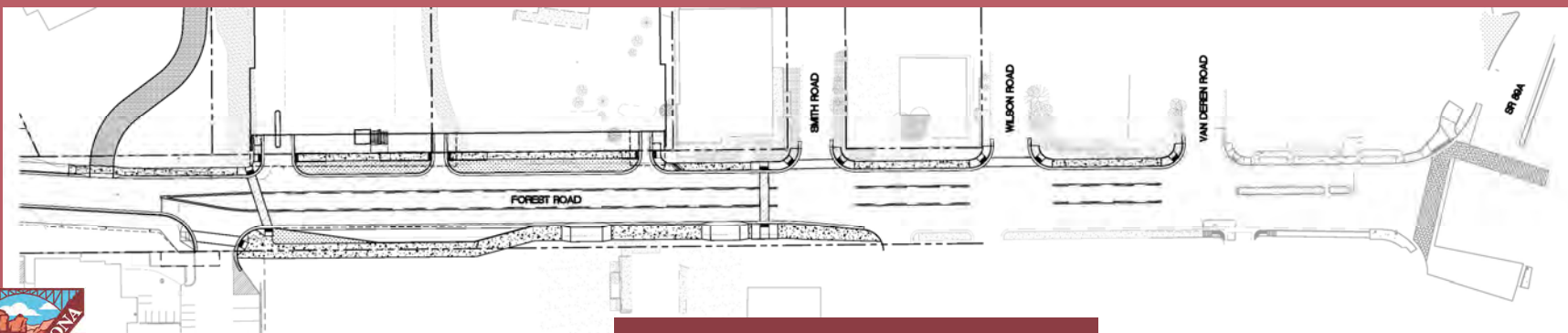
3 of 3

Table 1 – 2021 Forest Road and SR 89A LOS Analysis Summary

| Scenario | EB Forest Road | | | NB SR 89A | | | SB SR89A | | | Total |
|----------|----------------|---|------|-----------|------|---|----------|------|-----|-------|
| | L | T | R | L | T | R | L | T | R | |
| No-Build | C/35 | | B/10 | B/11 | C/23 | | | B/19 | A/9 | B/19 |
| Build | C/35 | | B/10 | B/11 | C/20 | | | B/17 | A/9 | B/17 |



OFFSITE ROADWAY IMPROVEMENTS



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SIM-3A Uptown Sedona Parking Garage



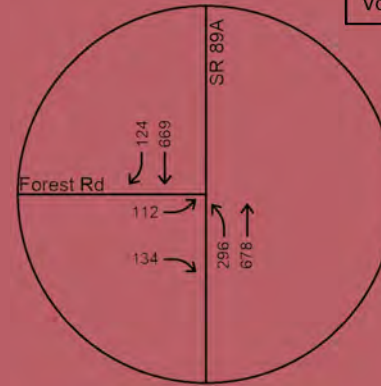
2026 TRAFFIC VOLUMES & LOS – FOREST ROAD/SR-89A

Table 3 – 2026 Forest Road and SR 89A LOS Analysis Summary

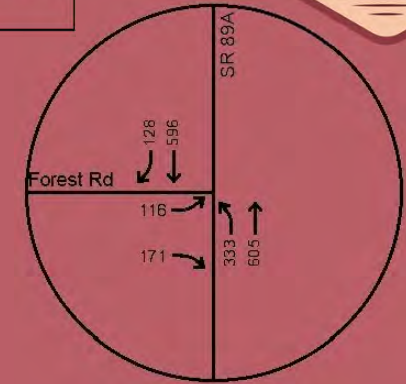
| Scenario | EB Forest Road | | | NB SR 89A | | | SB SR89A | | | Total |
|----------|----------------|---|------|-----------|------|---|----------|------|------|-------|
| | L | T | R | L | T | R | L | T | R | |
| No-Build | D/37 | | B/10 | B/14 | C/34 | | | C/33 | B/11 | C/28 |
| Build | D/38 | | B/10 | B/15 | C/27 | | | C/23 | B/11 | C/22 |

* Peak Hour Traffic Volumes

4 of 9



2026 No-Build Traffic Volumes



2026 Build Traffic Volumes



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SIM-3A Uptown Sedona Parking Garage

5 of 9



Electric Vehicle Charging Station Status:

- Letter of Intent signed with Electrify America
- 10 DCFC (Level 3) chargers to be installed at the garage at no expense to the City
- 10-year agreement includes the cost of all grid upgrades, maintenance, and electricity
- Actively developing site plan and licensing agreement



Charging Speeds:

Level 2 (currently Uptown)

- 8 - 11 hours for full charge

Level 3 (8 proposed)

- 30 - 60 minutes for full charge

Level 3+ (2 proposed)

- 15 minutes or less for full charge



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SIM-3A Uptown Sedona Parking Garage

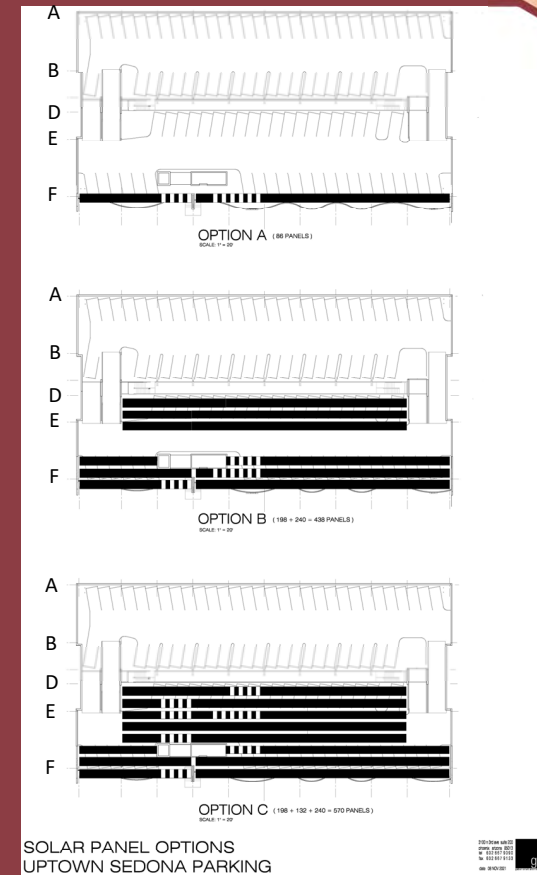
6 of 9



Solar Array System

Three Options Evaluated:

- Option A – 86 Solar Panels
- Option B – 438 Solar Panels (Staff Recommendation)
- Option C – 570 Solar Panels



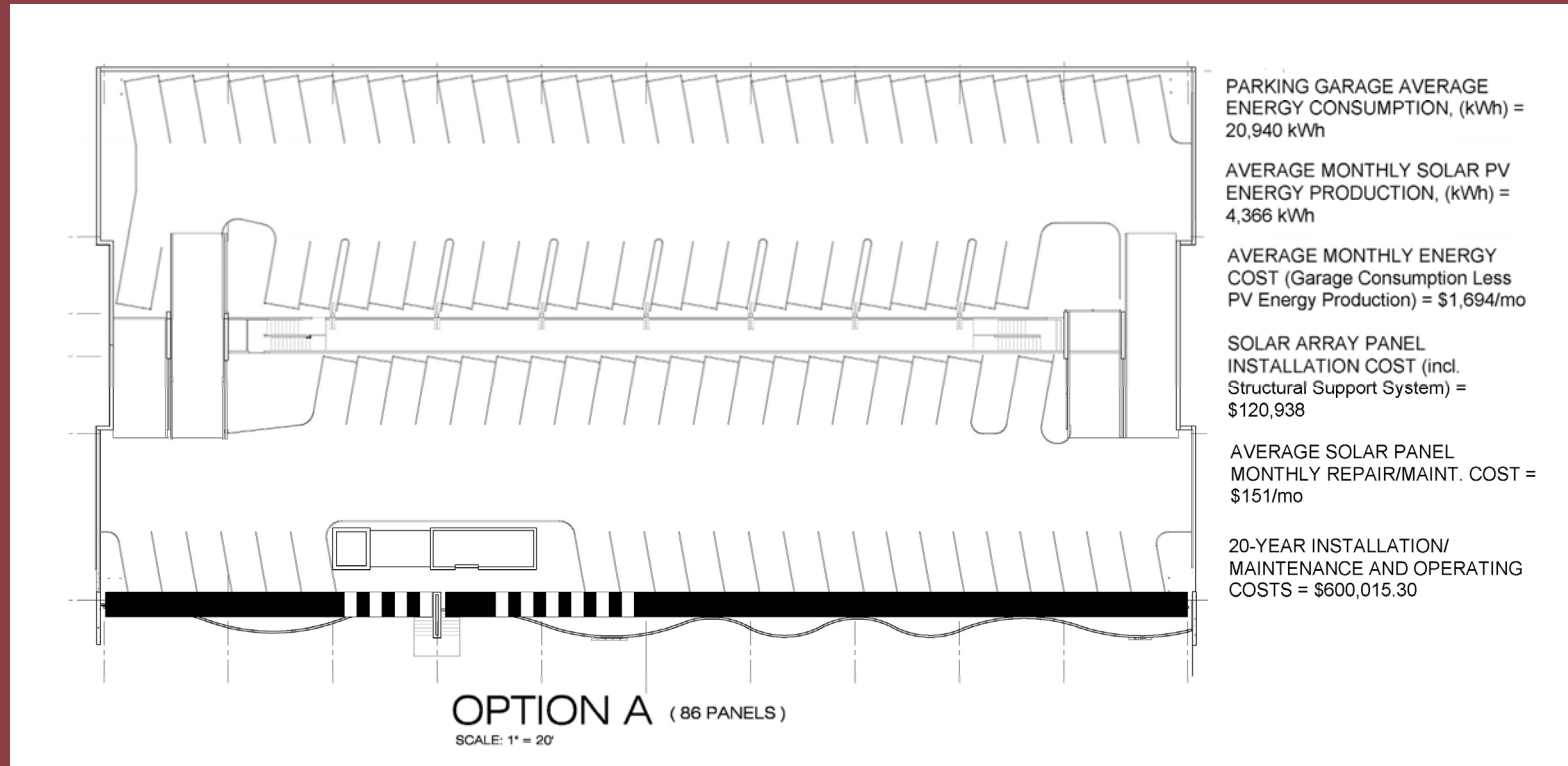
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SIM-3A Uptown Sedona Parking Garage

Solar Array System

Option A – 86 Solar Panels

7 of 9



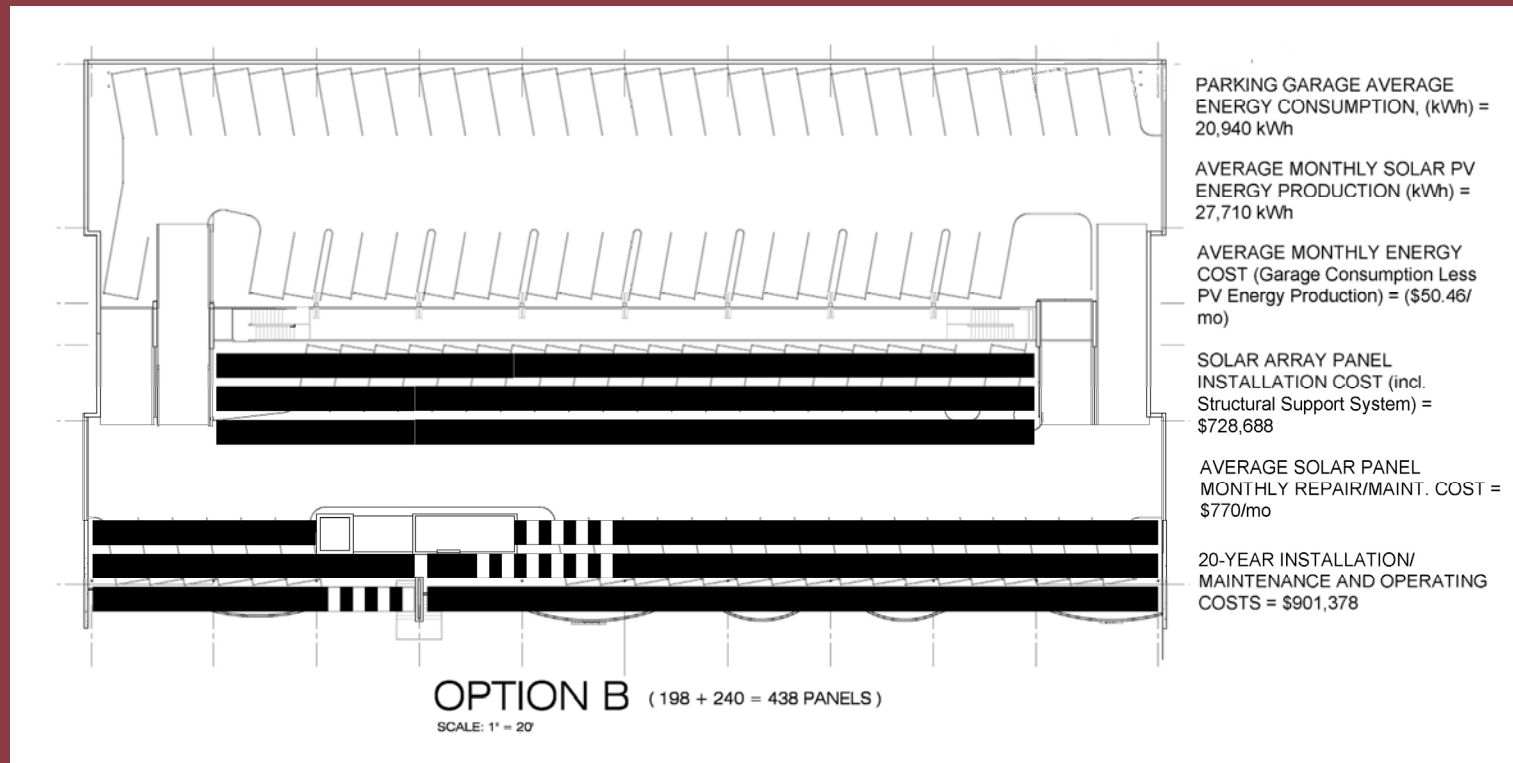
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SIM-3A Uptown Sedona Parking Garage

Solar Array System

Option B – 438 Solar Panels

8 of 9



PARKING GARAGE AVERAGE ENERGY CONSUMPTION, (kWh) = 20,940 kWh

AVERAGE MONTHLY SOLAR PV ENERGY PRODUCTION (kWh) = 27,710 kWh

AVERAGE MONTHLY ENERGY COST (Garage Consumption Less PV Energy Production) = (\$50.46/ mo)

SOLAR ARRAY PANEL INSTALLATION COST (incl. Structural Support System) = \$728,688

AVERAGE SOLAR PANEL MONTHLY REPAIR/MAINT. COST = \$770/mo

20-YEAR INSTALLATION/ MAINTENANCE AND OPERATING COSTS = \$901,378

OPTION B (198 + 240 = 438 PANELS)

SCALE: 1" = 20'

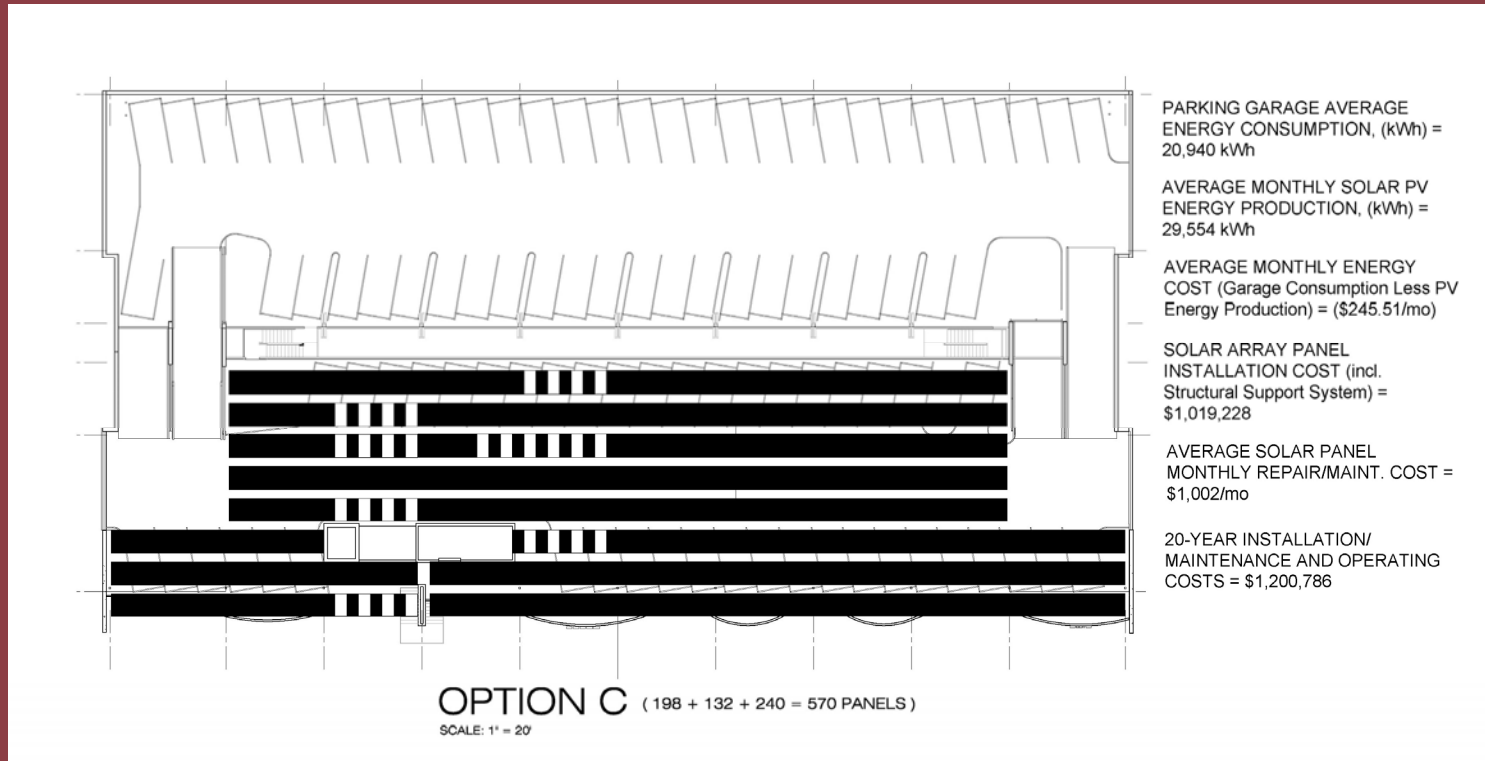
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SIM-3A Uptown Sedona Parking Garage

Solar Array System

Option C – 570 Solar Panels

9 of 9



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SIM-5B Forest Road Connection

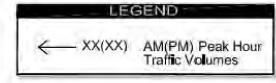
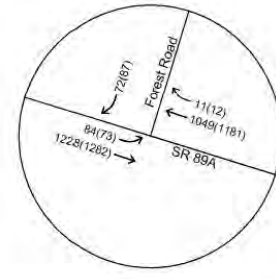
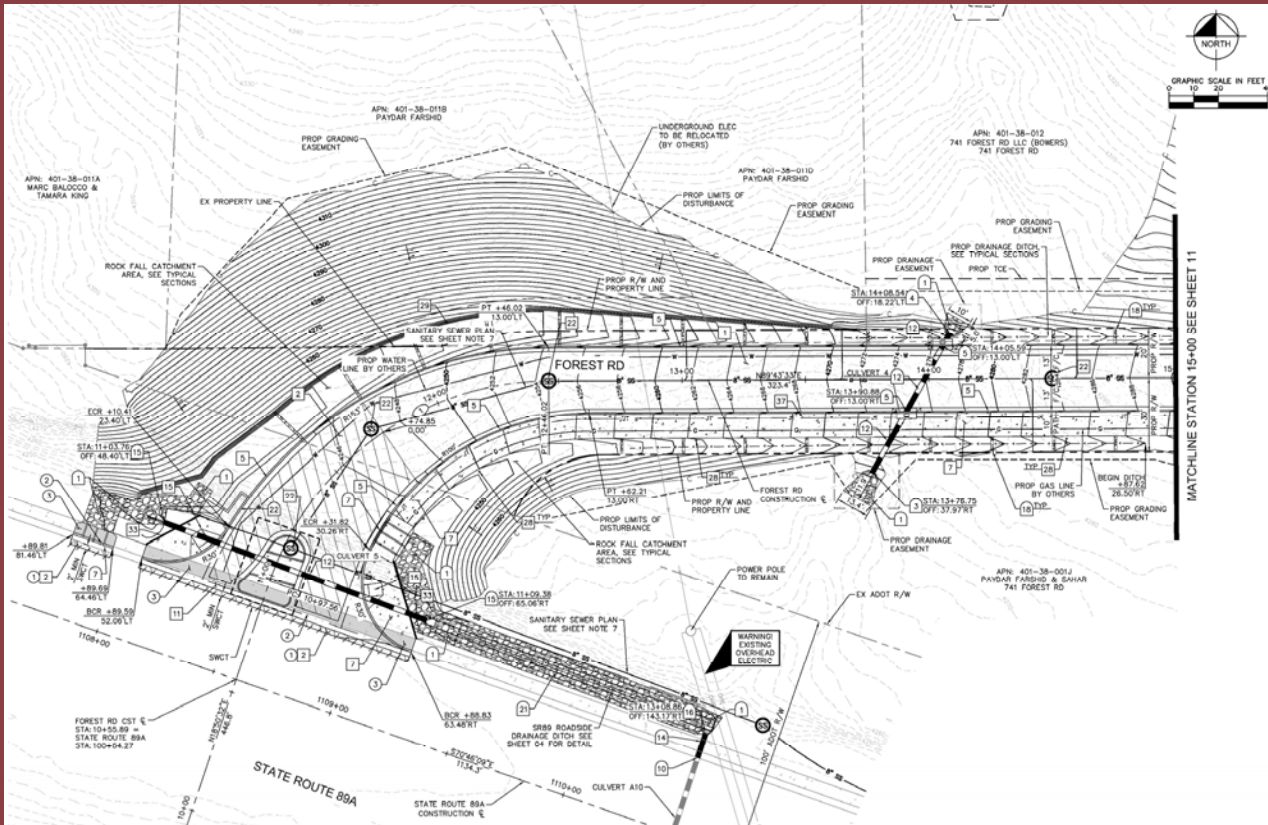


Figure 3 – 2025 Traffic Volumes

2025 LEVEL OF SERVICE ANALYSIS
Table 2 summarizes the 2025 LOS results. Delay is rounded to the nearest whole second. LOS analysis worksheets are included in an attachment.

Table 2 – 2025 LOS Analysis Summary

| Peak Hour | SB Forest Road | | NB SR 89A (Eastbound) | | SB SR 89A (Westbound) | |
|-----------|----------------|-----|-----------------------|------|-----------------------|-----|
| | L | T R | L | T R | L | T R |
| AM Peak | | | B/14 | B/12 | - | - |
| PM Peak | | | C/16 | B/13 | - | - |

PROJECT STATUS

- Design is 100% complete.
- Updated and 2nd appraisals are completed.
- Right-of-way and easement acquisitions are in process.
- A 2nd Construction bid is in process.
- Anticipated construction start: March 2022.
- Anticipated construction completion: June 2023



WWW.SEDONAAZ.GOV/SIM

SIM-11 Bicycle & Pedestrian



- Projects Complete: Sunset Drive, Sanborn / Thunder Mountain
- Under Construction: Dry Creek Road, Shelby Drive, PG/Soldiers Pass Road
- Projects Designed: Chapel Road, Navoti Drive, Pinon Drive
- Bicycle Green Lanes installed



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SIM-12 Traveler Information



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SEDONAAZ.GOV/SIMNEWS





CITY COUNCIL
AGENDA BILL

AB 2768
January 25, 2022
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible direction regarding the Budget & Finance Overview including Revenue Projections.

Table with 2 columns: Field Name and Value. Fields include Department (Financial Services), Time to Present (30 minutes), Total Time for Item (45 minutes), Other Council Meetings (January 4-6, 2022), and Exhibits (A. PowerPoint Presentation).

Table with 3 columns: City Attorney Approval, City Manager's Recommendation, and Expenditure Required/Amount Budgeted. Includes checkboxes for Finance Approval.

SUMMARY STATEMENT

Background:

Presentation of the long-range forecast that was originally planned during the Council Retreat; however, it had to be postponed. The presentation will include an interactive forecast model with scenario options to consider.

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

Board/Commission Recommendation: [] Applicable - [x] Not Applicable

Alternative(s): N/A

MOTION

I move to: for presentation and possible direction only.



ANNUAL BUDGET

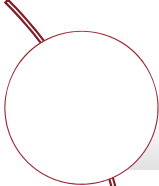
FY 2022-2023



**City Council Meeting
Long-Range Forecasts
January 25, 2022**



Agenda

 Current Financial Status

 Future Economic Considerations

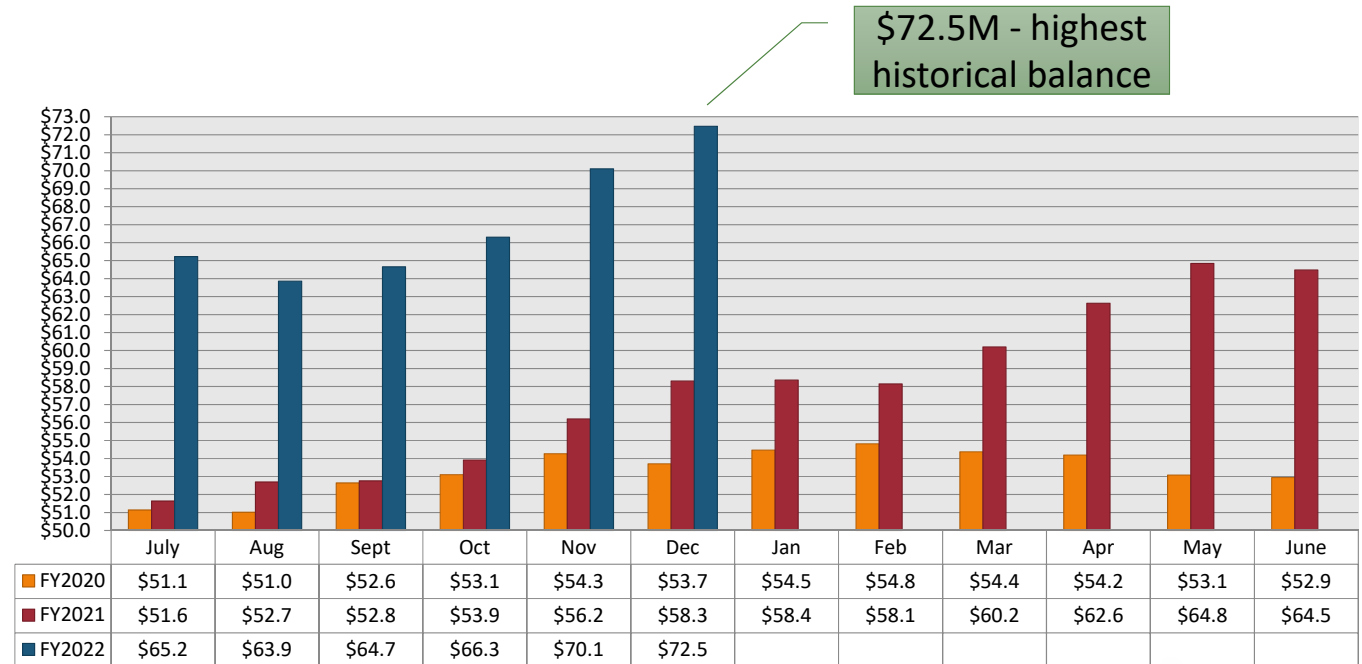
 Forecast Assumptions

**FY 22-23
ANNUAL BUDGET**





Cash/Investment Position as of 12/31/21

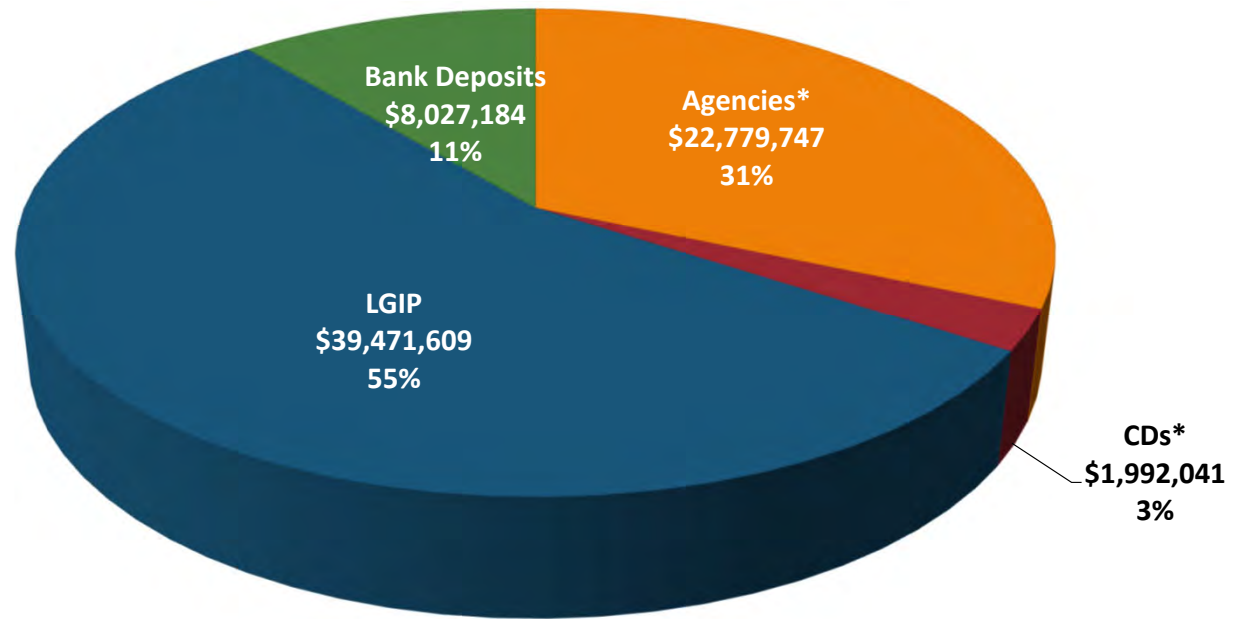


**FY 22-23
ANNUAL BUDGET**





Held as of 12/31/21



*Net unrealized gain (loss) as of 12/31/21 = \$(200,866)

**FY 22-23
ANNUAL BUDGET**





Maturities as of 12/31/21

| | Balance Available |
|---|---------------------|
| Immediately available | \$11,114,854 |
| Available 1 st business day of following month | 36,383,939 |
| Maturity in FY23 | 1,235,000 |
| Maturity in FY24 | 2,000,000 |
| Maturity in FY25 | 249,000 |
| Maturity in FY26 | 11,000,000 |
| Maturity in FY27 | 10,496,000 |
| Total | \$72,478,793 |

FY23 Total Minimum Reserves = \$15.2M

**FY 22-23
ANNUAL BUDGET**



Sales & Bed Tax Revenues Thru Nov

City Sales Tax Revenues

| Month | FY 2021 Actuals | FY 2022 Actuals | Actual Variance | FY 2022 Budget | Budget Variance |
|---------------|----------------------|----------------------|-----------------|----------------------|-----------------|
| July | \$ 1,676,229 | \$ 2,371,171 | 41% | \$ 2,023,090 | 17% |
| August | 1,916,499 | 2,237,356 | 17% | 2,027,170 | 10% |
| September | 2,147,841 | 2,680,378 | 25% | 2,233,640 | 20% |
| October | 2,370,109 | 3,073,265 | 30% | 2,296,980 | 34% |
| November | 2,261,247 | 2,718,236 | 20% | 2,276,530 | 19% |
| December | 2,097,442 | - | - | 2,101,130 | - |
| January | 1,897,890 | - | - | 1,906,970 | - |
| February | 2,029,302 | - | - | 2,024,600 | - |
| March | 2,879,611 | - | - | 2,833,890 | - |
| April | 2,989,603 | - | - | 2,944,270 | - |
| May | 2,996,892 | - | - | 2,714,340 | - |
| June | 2,556,122 | - | - | 2,588,790 | - |
| Totals | \$ 27,818,788 | \$ 13,080,405 | 26% | \$ 27,971,400 | 20% |

Bed Tax Revenues

| Month | FY 2021 Actuals | FY 2022 Actuals | Actual Variance | FY 2022 Budget | Budget Variance |
|---------------|---------------------|---------------------|-----------------|---------------------|-----------------|
| July | \$ 325,985 | \$ 534,113 | 64% | \$ 418,950 | 27% |
| August | 451,740 | 555,700 | 23% | 455,560 | 22% |
| September | 529,984 | 721,023 | 36% | 516,890 | 39% |
| October | 666,300 | 898,777 | 35% | 656,020 | 37% |
| November | 530,789 | 793,202 | 49% | 563,610 | 41% |
| December | 428,299 | - | - | 457,120 | - |
| January | 524,906 | - | - | 426,140 | - |
| February | 501,554 | - | - | 498,940 | - |
| March | 816,370 | - | - | 809,270 | - |
| April | 910,047 | - | - | 871,790 | - |
| May | 823,386 | - | - | 726,230 | - |
| June | 641,641 | - | - | 628,780 | - |
| Totals | \$ 7,150,999 | \$ 3,502,816 | 40% | \$ 7,029,300 | 34% |

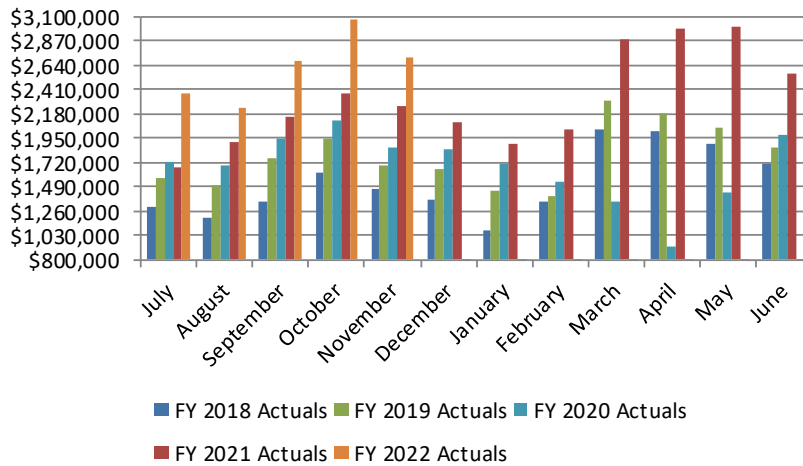


**FY 22-23
ANNUAL BUDGET**

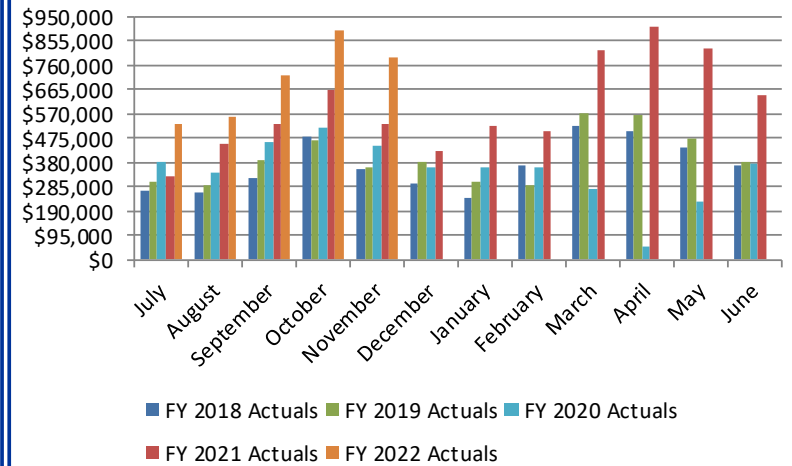


Sales & Bed Tax Historical Trends

City Sales Tax Revenues Historical Trends



Bed Tax Revenues Historical Trends

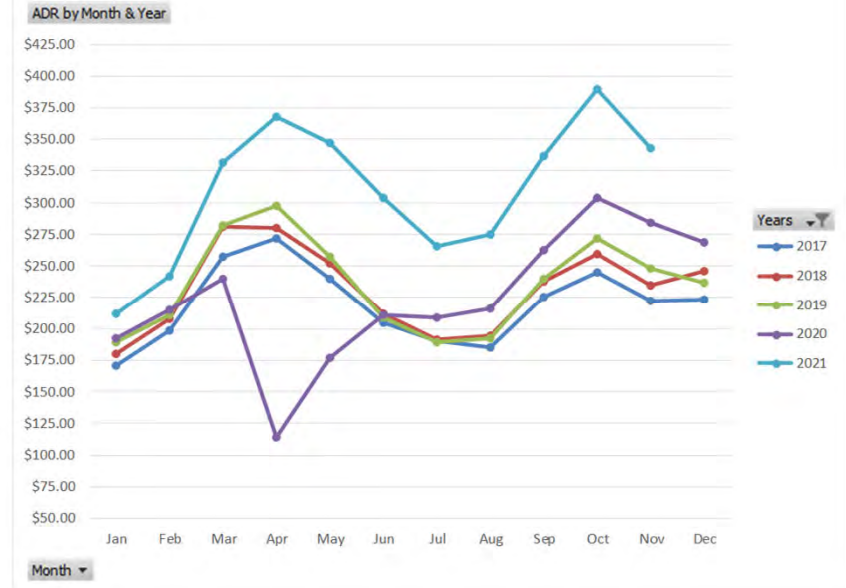
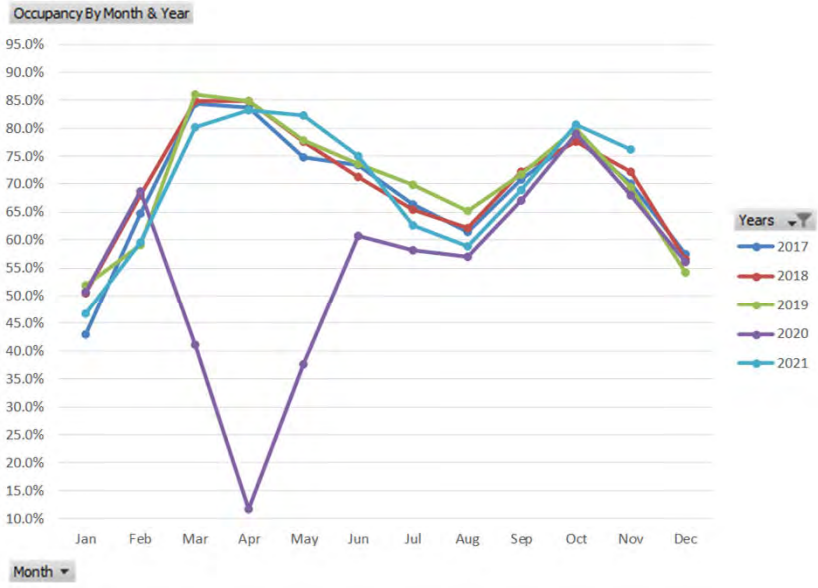


**FY 22-23
ANNUAL BUDGET**





Historical Hotel Occupancy & ADR

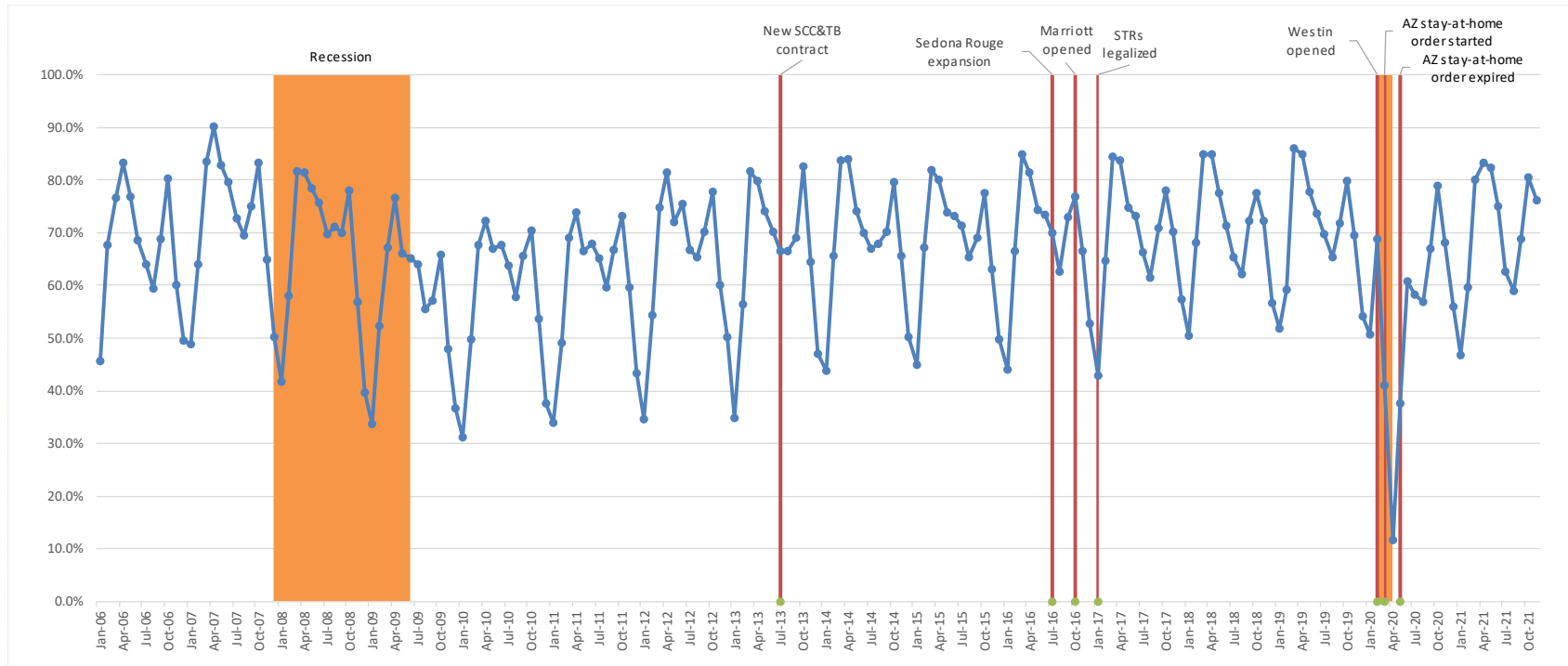


**FY 22-23
ANNUAL BUDGET**





Hotel Occupancy Over Time



**FY 22-23
ANNUAL BUDGET**





PFM Asset Management 12/16/21

Fed Funds Rates

- Expected to increase rates in the next meeting
- Multiple increases anticipated over the next year into early 2023

U.S Treasuries

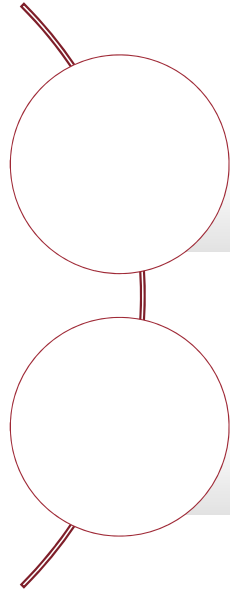
- Shorter-term investments expected to see more significant increase in yield than longer-term investments

**FY 22-23
ANNUAL BUDGET**





Capital Pipeline 10/21/21



Will be harder and harder to find contractors willing to bid on jobs

When do receive bids, predict will be 2x and 3x the expected cost

**FY 22-23
ANNUAL BUDGET**





Chapman University 12/14/21

Significant increases in money supply historically result in significant inflation approx. after 3 quarters

- This type of structural inflation tough to beat
- Typically only reversed by a recession

Prediction of next recession – slight possibility late CY2022, but more likely in CY2023

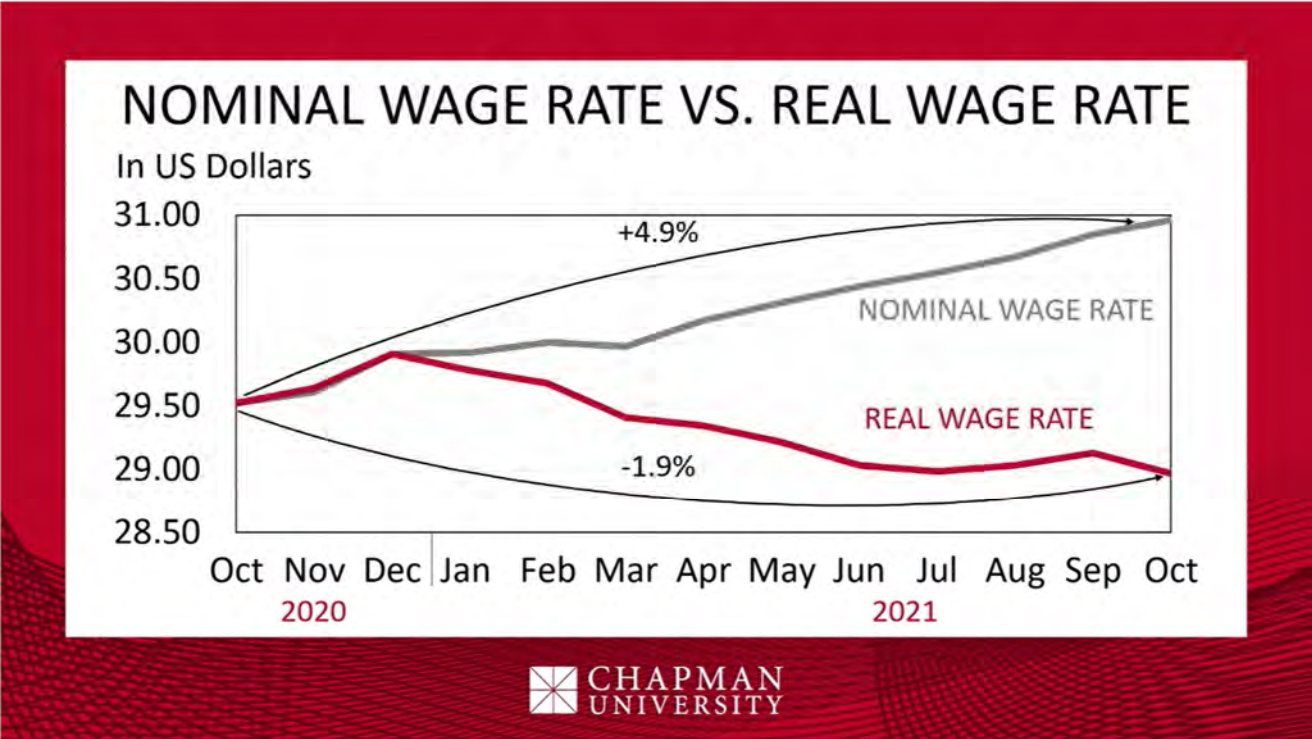
- Adjustments to Fed Funds Rate to address real GDP has never been finetuned to the point of preventing recession
- \$6T deficit spending in the past 2 years
- Loss in nominal wage rate vs. real wage rate

**FY 22-23
ANNUAL BUDGET**





Chapman University 12/14/21



FY 22-23
ANNUAL BUDGET





Revenue Assumptions

Sales tax

- Remainder of FY22 = 10%, FY23 = 8%, 3% remainder of forecast with -3% in recessionary and +6% coming out of recessionary period

Bed tax

- Remainder of FY22 = 15%, FY23 = 10%, 3% remainder of forecast with -6% in recessionary and +8% coming out of recessionary period

State shared revenues

- Based on current trend so far and estimated future reductions in “share of the pie”
- HURF increases due to significant increases in fuel prices
- Vehicle license tax decreases largely due to lack of availability

Capacity fees and development impact fees

- Includes estimates for significant development projects

Other revenues

- Either flat or small increases in non-recessionary periods

**FY 22-23
ANNUAL BUDGET**





Personnel Cost Assumptions

Wages

- Assumes 2-yr phased-in adjustment of 3.5% COLA wage scale adjustment each year
- Assumes adjustments based on preliminary salary study results
- Assumes 3% average merit increases except during recessionary periods – adjustments occur at different points during the year due to anniversary date

Employee benefits

- Includes projected impacts of ASRS assumption changes – ASRS changing from 7.5% discount rate/investment rate of return to 7.0%, phased-in over 5 years
- Assumes PSPRS level-funding increases to \$1.1M per year as a result of higher than previously predicted pay adjustments – updated funding model not yet released
- Assumes health insurance increases of 6% per year

**FY 22-23
ANNUAL BUDGET**





Other Cost Assumptions

Streets rehab/preservation costs

- FY23 = 100%, flat in FY24, and 3% for remaining years

Debt service

- Based on payment schedules

Community service contracts

- Assumes 2-yr phased-in adjustment of 7.1% CPI inflationary adjustment same as employee wages

Tourism Bureau contract

- Assumes same adjustments as community service contracts

General inflationary assumptions

- FY23 = 6%, FY24 = flat, and 2% for remaining years

**FY 22-23
ANNUAL BUDGET**





General Fund Support to Other Funds

Affordable Housing Fund

- \$500K per year

Streets Fund

- Amounts not covered by HURF

CIP Fund

- \$2.5M per year
- SIM projects after tax used to fully support transit

Wastewater Fund

- Subsidy ends in FY26

Transit Fund

- Support of operations until SIM tax fully used for transit

**FY 22-23
ANNUAL BUDGET**





Loans to Other Funds

Balance sheet loans reflected as expenditures to reduce fund balance since cash not available

- Loan for Sunset Lofts
- Loans to Development Impact Fee Funds
- Loan to Art in Public Places Fund

**FY 22-23
ANNUAL BUDGET**





Future Projects/Programs Included

Transit implementation

- Debt financing assumed
- Used inflationary costs originally provided in the transit study

Debt financing for parking garage assumed

General inflationary assumptions

- FY23 = 6%, FY24 = flat, and 2% for remaining years

**FY 22-23
ANNUAL BUDGET**





Future Projects/Programs Not Included

- Purchase of leased School District Admin site
- Purchase of leased Church of the Red Rocks property
- Purchase of Cultural Park
- Any possible strategic real estate/land acquisition
- Delays in vehicle replacements due to supply chain issues
- Options for addressing ASRS unfunded liability

**FY 22-23
ANNUAL BUDGET**





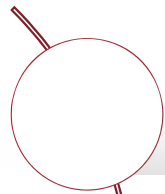
Interactive Long-Range Forecast Model

**FY 22-23
ANNUAL BUDGET**

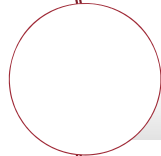




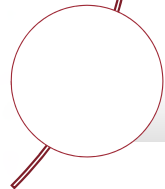
Possible Considerations to Address Increases in CIP Costs



Delay projects



Perform more work in-house – midpoint for City Maintenance Worker II position = approx. \$92k



Debt financing while interest rates are lower to preserve cash

**FY 22-23
ANNUAL BUDGET**





Questions or Comments?

**FY 22-23
ANNUAL BUDGET**





**CITY COUNCIL
AGENDA BILL**

**AB 2765
January 25, 2022
Regular Business**

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible action regarding proposed amendments to the Sedona City Council Rules of Procedures and Policies.

| | |
|-------------------------------|--|
| Department | City Attorney's Office |
| Time to Present | 15 minutes |
| Total Time for Item | 30 minutes |
| Other Council Meetings | October 9, 2018, April 14, 2021 |
| Exhibits | A. Council Rules of Procedure and Policies with Proposed Changes |

| | | | |
|-------------------------------|---|-----------------------------|-------------------------------------|
| City Attorney Approval | Reviewed 1/18/22 KWC | Expenditure Required | |
| | | \$ | 0 |
| City Manager's Recommendation | Approve the amendments to the City Council Rules of Procedure and Policies as discussed at the Jan 5 retreat and as shown on Exhibit A. | Amount Budgeted | |
| | | \$ | 0 |
| | | Account No. (Description) | N/A |
| | | Finance Approval | <input checked="" type="checkbox"/> |

SUMMARY STATEMENT

Background: City Council discussed changes to the City Council Rules of Procedure and Policies during its Council Retreat. There are two proposed changes:

1. Changing Council's regular meeting exceptions to the fourth Tuesday in July instead of August and allowing Council to vacate other regular meetings upon a majority vote of Council. Rule 3.A on page 7.
2. Setting a time limit for introductory Council agenda items and timeline for reconsideration. Rule 3.R.1 on page 17.

This agenda item is for discussion and possible adoption of the proposed changes as shown on Exhibit A.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the amendments to the City Council Rules of Procedure and Policies as shown on Exhibit A.



CITY OF SEDONA

CITY COUNCIL

RULES OF PROCEDURE

AND POLICIES

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CITY OF SEDONA PRINCIPLES OF ETHICAL CONDUCT FOR ELECTED OFFICIALS

The following principles are meant to reflect a commitment to the integrity, responsibility, and leadership required of those holding public office. Council members pledge to uphold these Principles of Ethical Conduct in their behavior and actions in order to merit the trust bestowed upon them by the citizens they serve.

1. I will put forth honest effort in the performance of my duties.
2. I will make no unauthorized commitments or promises of any kind purporting to bind the City of Sedona Government.
3. I will not use public office for private gain.
4. I will act impartially and not give preferential treatment to any private organization or individual.
5. I will disclose waste, fraud, abuse, and corruption to the appropriate authorities.
6. I will treat everyone with respect and fairness at all times.
7. I will endeavor to avoid any actions creating the appearance that I am violating the law or these ethical standards.

RULE 1

RULES OF PROCEDURE

A. PURPOSE

1. The purpose of these Rules is to provide standard methods and general policy guidelines for the City Council to use when conducting business with City staff, the general public, and its own members. These Rules should be read and interpreted to be in harmony with the provisions of the Sedona City Code and State and Federal law. However, in every case where a conflict of interpretation may arise, the City Code and State and Federal law will control. These Rules shall be in effect upon their adoption by the Council by motion until such time as they may be amended.
2. Where the term Mayor is used throughout this document, it shall be deemed to include, when appropriate, the Vice Mayor or other designated persons acting in the capacity of Mayor.

B. PROCEDURE FOR INITIATING OR AMENDING RULES

Two Councilors may propose a new or amended Rule. To do so, the following procedure shall be followed:

1. Present the new or amended Rule(s) in draft, written form to the City Clerk.
2. The proposed draft will be submitted to the City Attorney for review before it is released.
3. The City Council will discuss or take action on the proposed or amended Rule(s) at a regularly scheduled Council meeting.
4. Suspension of These Rules: Any provision of these Rules not governed by ordinances or the City Code may be temporarily suspended, for that meeting, by a majority vote of those eligible to vote. The vote on any suspension shall be taken by "ayes" and "nays" and entered upon the record.
5. Amendment of These Rules: These Rules may be amended, or new rules adopted, by a majority vote of all members of the Council.

C. MASTER FILE OF ORIGINALS

The Clerk will maintain a Master File of all Rules contained herein and any amendments thereto.

D. REFERENCE MANUAL – RULES OF PROCEDURE

A reference manual containing these Rules will be kept in electronic and loose-leaf form in the City Hall for City staff and public use.

E. COUNCILORS' RULES OF PROCEDURE MANUALS

All new and amended Rules will be issued to each Councilor. The Rules will be issued in electronic form.

RULE 2

CONDUCT OF COUNCILORS AND ENFORCEMENT

A. CITY COUNCILOR ATTENDANCE AT SCHEDULED CITY MEETINGS

1. Councilors will notify both the Mayor and City Manager's Office in writing (email is appropriate) of their inability to attend any scheduled City Council meeting.
2. Should a Councilor be unable to attend any scheduled City Council meeting by unforeseen circumstances, that Councilor will notify the Mayor and the City Manager's Office as soon as possible after the meeting.
3. The second failure by a Councilor to notify the Mayor and City Manager's Office of anticipated or unforeseen absences may result in actions as outlined in Section L below.

B. EQUAL VOICE AND VOTE

All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes. All Councilors should be treated with equal respect.

C. GENERAL RULES OF DECORUM

1. Councilors shall fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
2. At all times, Councilors shall be respectful of other people's time, and shall attempt to stay focused and act efficiently during public meetings.
3. Councilors shall conduct themselves so as to serve as a model of leadership and civility to the community, inspire public confidence in Sedona government, and demonstrate honesty and integrity in every action and statement.
4. Councilors will strive to always be on time for Council meetings.

D. CONDUCT IN PUBLIC MEETINGS

During all regular and special Council meetings, the following rules of decorum shall apply:

1. The role of the Mayor shall be recognized in maintaining order.
2. Councilors shall refrain from distraction during the "moment of silence".
3. Councilors shall refrain from dominating the discussion.
4. Personal attacks on other Councilors shall be avoided.
5. Councilors shall demonstrate effective problem solving approaches.
6. Councilors shall be polite to speakers and treat them with respect.
7. Councilors shall actively listen when others speak.
8. Councilors shall refrain from debating and arguing with the public.
9. Everyone attending Council meetings will turn off all cell phones. If an imminent emergency or serious family matter is anticipated, cell phones may be set on vibrate.
10. Councilors shall refrain from eating at the dais.
11. "Business Casual" is the appropriate dress standard for all scheduled meetings of the full Council.
12. Councilors should be respectful of citizens, citizen opinions, and citizen issues.

E. CONDUCT IN UNOFFICIAL PUBLIC SETTINGS

1. Councilors will continue to practice respectful behavior in unofficial public settings.
2. Councilors will always be aware that conversations can have a public presence, and therefore ensure that all City-related conversations are appropriate and respectful.
3. All Councilors will refrain from making promises on behalf of the City Council unless such promises have been approved by official action.
4. Councilors shall refrain from making negative personal comments about other Councilors that go beyond appropriate criticism of another Councilor's opinion or position on a matter.

F. PUBLIC COMMUNICATIONS

1. When speaking publicly regarding City issues, Councilors will inform their listeners that **"any expressions of opinion can only be attributed to me and do not necessarily represent the position or opinion of the City Council or City staff,"** or words to that effect.
2. When writing an item for publication, such as a letter to the editor, Councilors will conclude their written statement with the disclaimer **"Any expression of opinion that may be read into this article can only be attributed to me as the author and does not necessarily represent the position or opinion of the City Council or City staff,"** or words to that effect.
3. Articles assigned to be written by Councilors, such as City Talk, will include the disclaimer as outlined in Section F, Paragraph 2 above, and will be distributed to all local media through the City Manager's Office.

G. COUNCILOR CONDUCT WITH CITY STAFF

1. Councilors shall treat all City staff as professionals.
2. Councilors shall refrain from personal public criticism of an individual employee that goes beyond appropriate criticism or questioning of his/her position on a City matter. Concerns about an employee's performance should be discussed in private and should be brought to the attention of the City Manager.
3. Councilors should attempt to avoid unnecessary or prolonged disruption of City staff from their jobs. Councilors should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their duties, unless there is a compelling time-sensitive concern that must be addressed immediately.
4. Councilors shall refrain from involvement in administrative functions. The role of each Councilor, as an individual, is to represent the community and to share their ideas, recommendations, and point of view during consideration of matters before Council. Councilors shall respect and adhere to the Council-manager structure of the Sedona City government as outlined in City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Councilors therefore may not interfere with the administrative functions of the City or the professional duties of City staff; nor impair the ability of staff to implement Council policy decisions. Councilors shall not expressly or implicitly give orders or direction to staff, except through their participation on Council. Councilors shall also refrain from individually directing

the City Manager and City Attorney in the performance of his/her job responsibilities.

5. All Councilor requests for research, information or any other staff project shall be directed to the City Manager or City Attorney. No Councilor shall make a request requiring more than one hour researching, compiling information or otherwise spending staff time without first seeking approval of a majority of City Council. Councilor requests that involve less than one hour staff time, as determined by the City Manager, shall be completed without the need of Council action. Councilors recognize that the City Manager and City Attorney have discretion to take any additional action they believe necessary on a request.
6. Councilors must not attempt to unduly influence City staff on the making of appointments, awarding of contracts, selecting consultants, processing of development applications, or granting City licenses and permits. However, this does not preclude City Council members from being involved in such decisions when they are part of a committee that has been formed for the purpose of recommending the selection of a professional firm or recommending the hiring of a key staff member. In being part of that committee it is understood that they will be impartial and make their recommendation based on the merits of the applicants and will recuse themselves from the process if there is a conflict of interest.
7. Upon receipt of a citizen's complaint, a Councilor may refer the complaint to the City Manager for review and response. Before responding to a citizen complaint, Councilors should check with the Mayor or City Manager to see if any action has already been taken on the issue. Copies of any response may be provided to other Councilors and the City Manager.

H. RESPONSE TO COMMUNICATIONS FROM THE PUBLIC

1. Councilors are strongly encouraged to acknowledge telephone, letter and electronic communications from the public.
2. When responding to such inquiries regarding City issues, Councilors should indicate a disclaimer such as: **“Any expression of opinion that may be read into this response can only be attributed to me as the author and does not necessarily represent the position or opinion of the City Council or City staff,”** or words to that effect.
3. Individual Councilors may respond to correspondence that has been directed to the entire City Council. Councilors should qualify any response they make which contains their personal opinions as opposed to any official position of the City.
4. Councilors shall always be courteous and professional in any correspondence or interaction with members of the public.

I. REFERRAL OF CITIZEN COMPLAINTS CONCERNING CITY SERVICES

When contacted by a citizen concerning a complaint regarding a City service, Councilors will notify the City Manager of the complaint and inform the citizen that his/her concern has been forwarded to the City Manager's Office. The City Manager should inform the referring Councilor of what action may have been taken.

J. IMPROPER INFLUENCE

1. A Councilor may not use City staff or letterhead to support personal or non-City functions or fundraisers.
2. Councilors shall not use their official office as a means of advancing personal opinions through public statements whereby an inference can be drawn that they are speaking on behalf of the City. Any such public statements shall contain clear language indicating that such statements are the opinions and comments of the individual and are not necessarily the position of the City of Sedona.

K. GIFTS

1. Councilors shall not, except pursuant to such reasonable exceptions as are provided by regulation, solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the City of Sedona, and whose interests may be substantially affected by the performance or nonperformance of the Councilor's duties.

L. ENFORCEMENT OF THE RULES OF PROCEDURE

1. City Councilors who fail to follow these Rules of Procedure are subject to both private reprimand and formal censure. It is at the discretion of the Mayor to initiate action if a Councilor's behavior is called into question by another Councilor. When this occurs, the Mayor will discuss the behavior with the concerned Councilor whose actions are being questioned and may issue a private reprimand. If the Mayor is the individual whose actions are being questioned, the same procedure will be followed after a Councilor expresses a concern to the Vice Mayor.
2. If, after a second private reprimand concerning the same behavior, the conduct continues, the matter shall be referred to the City Council to consider whether a public censure is appropriate. Any public censure for violation of these Rules of Procedure can only take place upon a (two-thirds) vote of the entire City Council.

M. COUNCILOR APPOINTMENT

1. Upon the death or resignation of a City Councilor, the City Clerk shall immediately advertise the vacancy, request applications from all interested and qualified citizens and accept applications for a period of not less than three weeks.
2. After the application period is closed, City Council shall meet to determine which applicants will be interviewed. Applicants who receive a majority vote of Councilors present in a regular, open session shall be interviewed. A tie vote results in an applicant not being interviewed.
3. Appointments to City Council shall be made after an open session interview with the City Council and through a majority vote of Councilors present. Council may hold an executive session to consider or discuss appointment of a Councilor.

RULE 3

MEETINGS

A. GENERAL RULES CONCERNING MEETINGS

1. Meetings and Minutes to be Public: All meetings of the Council shall be open to the public, except that upon approval of a majority vote of the Council, the Council may meet in an executive session in a manner pursuant to the requirements of state law. Minutes of all open meetings shall be available for inspection by the public.
2. Regular Meetings: The Council shall meet on the second and fourth Tuesday of each month at 4:30 p.m. except for the fourth Tuesday in July and December.
 - a. If the regular meeting falls upon a legal holiday, then the Council shall meet at the regular time on the next succeeding day not a holiday.
 - b. All regular meetings of the Council shall be held at the Sedona City Hall or such place as determined by the Mayor or Council and as designated in the meeting notice.
 - c. A regular meeting may be canceled upon a majority vote of Council or due to lack of a quorum; in such a case, the reason for cancellation shall be conveyed to the Council and the public.
3. Special Meetings: The Mayor, upon his/her own initiative, the Clerk, upon the written request of three (3) members of the Council, or the Council, by majority vote, may convene the Council at any time by notifying the members of the date, hour, place, and purpose of the special meeting. Notice of the meeting must be made pursuant to state law.
4. Work Sessions: The Council may meet in work sessions at the call of the Mayor or any three (3) members of the Council on the day following a regularly scheduled Council meeting at 3:00 p.m. except for the Wednesday following the second regular Council meeting in November. Work sessions are open to the public and are designed to allow the Council to obtain detailed information and public input, on issues of major significance so any final decision made at the regular Council meeting may be expedited. No official action may be taken at a work session unless so stated on the agenda for that meeting.
5. Executive Session: The Council may meet in executive session pursuant to the requirements of A.R.S. § 38-431 et seq. The Council may vote to go into executive session, pursuant to § 38-431.03A(3), for discussion and consultation for legal advice with the City Attorney on the matter(s) set forth in the agenda item, or for other purposes as set forth in A.R.S. § 38-431.03.
 - a. The only persons allowed to attend the executive sessions are members of the Council and those employees and agents whose presence is reasonably necessary in order for the public body to carry out its executive session responsibilities. Upon reconvening in public session, following an executive session, the Council may take formal action on matters considered in that executive session.
6. Council Meeting - Quorum: State statute (A.R.S. § 9-233) specifies that, "A majority of the councilmen shall constitute a quorum for transacting business." A vote of a majority of the quorum of those present is required in order to take

official action.

7. Recessed Meetings: A properly called regular or special meeting may be recessed and resumed the following day with less than twenty-four (24) hours' notice by announcing the time and place for resumption of the meeting in open session. Any such recess shall be made by a procedural motion in open session during the regular or special meeting. To accommodate possible continuations of regular Council meetings to the following day, all Wednesday Special Meeting and Work Session agendas shall contain an item at the beginning of the agenda giving notice of the possible continuation of any uncompleted business from the regular Council meeting that was held on the previous day. If a meeting is recessed or continued to a time longer than twenty-four (24) hours, the continued meeting will be noticed and posted in accordance with normal statutory procedures.

B. PRESIDING OFFICER, DUTIES AND FUNCTIONS

1. Presiding Officer: The Mayor shall preside at all Council meetings if he/she is present. The Mayor shall have the right to vote on all issues. In order to address the Council, a member must be recognized by the Mayor. If the Mayor is absent, the Vice Mayor shall preside. The Vice Mayor or another member who is temporarily presiding retains all of his/her rights as a member of the City Council, including the right to make motions and the right to vote. The Mayor or other presiding officer shall have the following powers:
 - a. To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
 - b. To determine whether a speaker has gone beyond reasonable time limits or standards of courtesy in his/her remarks and to entertain and rule on objections from other members on this ground;
 - c. To resolve questions of parliamentary law or procedure;
 - d. To call a brief recess at any time;
 - e. To adjourn in an emergency.
2. A decision by the presiding officer under any of the first three powers listed may be appealed to the Council upon motion of any member. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member moving the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order.

C. RIGHT OF FLOOR

1. The Mayor will call the agenda item and open the floor for discussion by the Council.
2. During the question and answer session, Councilors shall be recognized by the Mayor before speaking. The Mayor will make every attempt to allow each Councilor the opportunity to ask questions before recognizing a Councilor who has already asked his/her questions.
3. The Mayor shall moderate the Council's discussion and comment session by recognizing individual Councilors in the order in which they have indicated the desire to speak. The Mayor will make every attempt to allow each Councilor the opportunity to comment before recognizing a Councilor who has already

commented.

4. When a Councilor desires to ask a Councilor who has just finished speaking a question to clarify a point, he/she should immediately address the Mayor requesting the opportunity to ask the question.
5. If one or more Councilors wish to further explore a particular point made by another Councilor, he/she should address the Mayor requesting the opportunity to do so. The Mayor at his/her discretion may allow the exploration of a specific point by allowing Councilors to speak to that point before resuming the original moderated discussion.
6. During that exploration (see 4. above), the Mayor shall monitor the discussion to preclude protracted arguments over those points encouraging instead that Councilors use their moderated discussion turn to continue their argument.
7. With or without a request from a Councilor, the Mayor may announce that the Council is in "open discussion" to facilitate a freer form of conversation and debate on an issue. During open discussion, Councilors may speak without being recognized and may address each other but will adhere to the conventions of respectful, civil dialogue. The Mayor may set a time limit for the open discussion and may end it at any time.

D. ACTION BY THE COUNCIL

1. Any member, including the Mayor, may make a motion.
2. A motion may only address a single point. Where a series of actions or decisions are required, each action or decision shall be a separate motion.
3. Last minute extended editing or "word crafting" of complex motions during Council meetings is discouraged. However, when it is necessary for the Council to "word craft" a complex motion, that motion shall be made available to the Council in writing, either on screen or in hard copy, prior to their voting. If the issue is not time sensitive, the motion may be tabled to the Consent Item Section of the next regular Council meeting to allow City staff to properly formulate the motion.
4. If the motion is time sensitive requiring immediate action by the Council, the Mayor will request a recess to allow City staff to prepare the motion on screen or in hard copy.
5. A substantive motion is out of order while another substantive motion is pending.
6. No further discussion will be allowed after a motion has been voted on, unless there is a motion to reconsider.

E. PROCEDURAL MOTIONS

Certain Other Motions Allowed: In addition to substantive motions, generally only the following procedural motions are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of votes cast for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted. In order of priority, the procedural motions are:

1. Motion to Appeal a Procedural Ruling of the Presiding Officer: A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his/her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Council as specified in Rule 3.B.2. This appeal is in

order immediately after such a decision is announced and at no other time. The member moving the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

2. Motion to Adjourn: This motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess to a time and place certain shall also comply with the requirements of Rule 3(A)(7).
3. Motion to Take a Brief Recess: This motion, which allows the Council to pause briefly in its proceedings, is similar to the motion to recess. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the presiding officer or a motion to adjourn is pending. Under these Rules, the Mayor or other presiding officer has the power to call a brief recess at any time in accordance with Rule 3(B)(1) (d).
4. Motion to Follow the Agenda: This motion must be made at the first reasonable opportunity. It is intended to ascertain by a vote of the Council whether the open meeting laws are being adhered to with regard to the discussion being pursued by the City Council. Prior to voting on this motion, the Council may request and receive legal advice from the City Attorney.
5. Motion to Suspend the Rules of Procedure: This motion is made per Rule 1(B)(4) above.
6. Motion to Go Into Executive Session: The Council may go into executive session for one or more of the permissible purposes set forth in A.R.S. § 38-431.03(A), so long as such purpose and a description of the subject matter or issue being discussed is set forth in the meeting agenda. The motion should cite for the record the purpose of the executive session.
7. Motion to Come Out of Executive Session: This motion provides a procedural mechanism for returning from an executive session to an open meeting.
8. Motion to Defer Consideration: The Council may defer a substantive motion for later consideration at an unspecified time, or in order to ensure that a motion is duly considered, may defer consideration to a date and time certain.
9. Motion to Suspend Discussion and Vote on the Motion at Issue: This motion is not in order until there has been at least ten (10) minutes of debate, any members of the public wishing to speak on the issue have been given an opportunity to do so, and every member of the Council has had an opportunity to speak once. If this motion passes, then a vote will immediately thereafter be taken on the substantive motion at issue.
10. Motion to Amend a Pending Motion: An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A friendly amendment to a motion may be accomplished if the maker of the original motion indicates agreement to amend his/her motion in accordance with the proposed amendment. Upon such agreement, the motion is deemed amended. Absent a "friendly amendment," a motion may be amended only upon a majority vote.
11. Motion to Reconsider a Past Action of the Council: The following rules will govern any matter coming up for reconsideration after it has been acted upon by the Council.

- a. After a matter has been voted upon by the entire Council, any Councilor who voted in the majority may, within seven (7) days, request that the City Manager place the issue of reconsideration on the next regular Council meeting agenda. The motion to reconsider will be debated and voted upon by the Council, and if passed, the Council will then deliberate anew on the substantive issue being reconsidered.
- b. At any time after sixty (60) days that an issue was acted upon, any Councilor may request that the item be placed on the Council agenda. Then, in accordance with Section R (1) (e) of this Rule, the matter will be placed on a future Council agenda. The agenda will indicate that the motion for reconsideration will be considered and voted upon by the Council, and if passed, the Council will then deliberate anew on the substantive issue being reconsidered.
- c. Certain issues may or may not be subject to reconsideration depending on whether or not reconsideration would create a potential claim of equitable estoppel against the City. Examples of matters that could potentially give rise to such a claim include, but are not limited to:
 - 1) Reconsideration of decisions involving the rezoning of property, where a previously made decision has created vested rights in favor of the property owner.
 - 2) Reconsideration of bid awards where an awardee has reasonably relied on a previous Council decision and has committed money and or resources to the project.
- d. The City Attorney will review any request for reconsideration to determine whether or not it creates a potential legal liability for the City and will advise the entire City Council either by way of privileged written communication or in executive session.

F. ATTENDANCE BY STAFF

The City Manager, City Attorney or Assistant City Attorney, and the City Clerk or Deputy City Clerk shall attend all regular meetings of the Council unless excused by the Mayor. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council. If the City Clerk and Deputy City Clerk are excused from an executive session, an alternate Clerk will be appointed. The City Clerk shall keep the official minutes and perform such other duties as may be required by the Council. The attendance of other staff members will be as directed by the City Manager. Notwithstanding the above, the City Attorney and City Manager need not attend City Council meetings wherein the only business transacted concerns interviews for Commission or Committee positions. In addition, neither the City Manager, City Attorney, or City Magistrate shall attend annual Council evaluations outside of their own evaluation.

G. CLARIFYING COUNCIL DIRECTION

When the Council gives general direction to the staff without voting on a motion, the City Manager will restate for the record the final direction given by the Council in order to avoid any confusion. If the Council disagrees with the restatement, they may make corrections setting forth the direction to be given.

H. RECORDING VOTES

1. On all voting matters, if the vote is other than unanimous, the Mayor shall state for the record, and the Clerk shall have recorded in the minutes, all yea and nay votes. In the case of a tie vote on any motion, the motion shall be considered lost. A roll-call vote shall be taken upon the request of any Councilor.
2. If the Mayor calls out a vote count and a Councilor believes the vote count is incorrect, he/she must ask for a roll call at the time of the vote. Once announced, the vote total is final. If a Councilor wishes to abstain from voting, that member must do so prior to the issue being discussed and explain the abstention. A Councilor indicating an intention to abstain from voting may not participate in the discussion and should leave the dais.

I. MINUTES OF THE MEETINGS

1. Minutes of all open meetings of the Council shall be kept by the Clerk and shall be entered in a book constituting the official record of the Council.
2. Appropriate technology recordings of all open Council meetings shall be retained for a minimum of three years and may, within the City Clerk's discretion, be retained for a longer period after the minutes of the meeting are approved.
3. If a person needs to refer to the details of a discussion, he/she should refer to the meeting's recording, in accordance with Section M of this Rule. The City Clerk will exercise his/her best discretion, in accordance with appropriate minute taking procedures, to assure that the substance of the meeting is recorded accurately and that the name of each person speaking is recorded.
4. If a member of the Council or the public presents written material they wish to have included in the official record of the meeting, this will be done. The material will be attached to the original minutes that will be kept on permanent file in the Clerk's office.
5. Copies will not be included with the minutes that are distributed. Copies of attachments will be made available to Councilors upon request.
6. The City Clerk will tape record executive sessions whenever possible. Either the recording or minutes will be maintained in accordance with A.R.S. § 38-431.03, and shall be kept confidential. If the City Clerk or Deputy City Clerk cannot attend an executive session due to a conflict of interest, the tapes or minutes for that session shall be retained in the City Manager's Office until the conflict has been resolved.

J. READING OF MINUTES

Minutes will not be read unless requested by a quorum of Councilors. Copies of the minutes shall be distributed to Councilors upon request. A master copy of the minutes is available for review in the City Clerk's Office prior to the meeting at which they are to be approved.

K. CORRECTIONS TO COUNCIL MINUTES

1. If a Councilor has corrections, other than substance, such as spelling or punctuation, he/she may call them into the City Clerk or present them in writing before the next meeting and they will be corrected accordingly.

2. All corrections that have been approved by the Council at a Council meeting will be made to the original minutes in question before the City Clerk signs the certification form.

L. ORDINANCES: CONFINED TO ONE SUBJECT: EXCEPTIONS

No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code, or an ordinance adopting a code of ordinances shall relate to more than one subject, which shall be clearly stated in its title.

M. APPROPRIATE TECHNOLOGY OF MEETINGS

Councilors have the right, if they wish verbatim portions of a particular meeting, to use copies of the official media to obtain this information for themselves. An appointment shall be made for the appropriate media use. (If a Councilor requests the City Clerk to perform this task, it will be done when the Clerk can judiciously do it without impeding the City Clerk's official daily work.) Master recordings shall not be removed and must physically remain in the possession of the City Clerk's Office.

N. CONFLICTS OF INTEREST

1. Each Councilor has responsibility for compliance with the provisions of A.R.S. Title 38, Chapter 3 Article 8¹, concerning conflicts of interest. When a Councilor recognizes a conflict of interest, the member shall announce the conflict, refrain from discussion or voting on the matter and shall leave the dais. A Councilor should consult with the City Attorney well in advance of any decision where there may be a potential conflict of interest.
2. A Councilor may in certain situations choose to abstain from participation in a matter even though he/she does not have a legal conflict of interest. However, such abstentions, absent compelling personal convictions or a strong perception of a moral conflict of interest, are discouraged. Ultimate discretion concerning personal abstentions are, however, left to the discretion of the individual Councilor. In such cases, the Councilor should announce his/her decision to abstain before any discussion of the item in question begins, and should thereafter refrain from discussion and voting on the matter, and should leave the dais. By participating in discussion of an item, Councilors thereby waive their right to abstain from voting.

O. MEETING TIME LIMITS

The Council will make every effort to comply with the proposed time limits established for each item on the agenda. However, any Councilor, after four (4) hours of meeting time has elapsed, may make a motion to continue the meeting to a date and time certain. Any Wednesday Work Session or Special Meeting shall contain an item at the beginning of the agenda providing for consideration of items continued from the prior meeting.

1. General

- a. The Mayor may remind Councilors of these guidelines during a meeting.

¹ A.R.S. § 38-501 et. seq.

- b. Councilors are encouraged to read the packet ahead of time and submit questions to staff by the Monday of Council week.
- c. As much as possible each Councilor should be given the opportunity to speak before a Councilor speaks a second time.

2. Time Monitoring

- a. It is not necessary to speak on every issue. When you do speak, do not ask questions that have already been answered, do not repeat information, make your point as quickly as possible, and be mindful of the time you take.
- b. The Mayor may interrupt a Councilor if he/she is repetitious or not on topic.
- c. The Mayor may remind the Council about time.
- d. The Mayor may limit discussion when it appears that statements are redundant and that the time has come to vote.

3. Agendas

- a. Agendas may include a recommended time limit next to each item. The Mayor may remind Councilors when the time limit is being approached.
- b. Placing items on the agenda that could be handled administratively should be avoided.
- c. Less time-sensitive items may be delayed to a later meeting when major substantive issues are on the agenda.
- d. Agendas may be chronologically rearranged by the mayor after consulting with other Council members if it is determined to be in the best interest of facilitating the meeting while also ensuring compliance with Open Meeting laws.

4. Public Input and Presentations

- a. Presentations and reports shall include detailed, written materials in the Council's packet. Speakers should present the key points only and not just read what is already in the Council packet.
- b. Presenters shall make every attempt to stay within the time designated on the agenda bill. Additional time may be granted at the discretion of the Mayor.
- c. The Mayor may manage public input by asking the public:
 - 1) To not repeat what previous speakers have said on the issue.
 - 2) That if they have nothing new to add to what other speakers have said, then to simply indicate they are for or against the item.
 - 3) For the next speaker to stand "on deck" to save time.

P. ORDER OF BUSINESS

- 1. Generally: The general order of business in regular meetings shall be as follows:
 - a. Call to Order/Pledge of Allegiance/Moment of Silence
 - b. Roll Call
 - c. City's Vision Statement/Moment of Art
 - d. Consent Items
 - e. Appointments
 - f. Citizens Engagement Program Update – Discussion/Report
 - g. Summary of Current Events by Mayor/Council/City Manager
 - h. Public Forum
 - i. Proclamations, Recognitions, and Awards

- j. Regular Business
 - k. Reports/discussion on Council assignments
 - l. Discussion/possible action on future meetings/agenda items. Councilors should be apprised of topics/issues that are being prepared for future Council agendas or possible executive session items
 - m. Executive Session
 - n. Return to Open Session
 - o. Adjournment
2. Consent Items: Many items of business require action by the Council, but are of a routine and non-controversial nature. In order to expedite the public business and provide time for deliberation of non-routine matters, a Consent Items Section shall be used as follows:
 - a. When any item of business requires action by the Council, but is routine, such items may be presented as part of the Consent Items Section.
 - b. Any member of the Council, City staff, or the public may request that an item be removed from the Consent Items. All such items shall be considered individually and acted upon with a motion in the order in which they appeared in the Consent Items Section.
 - 1) Whenever possible, Councilors should attempt to notify the Mayor and the City Manager, at least one hour before the meeting commences, of their intent to remove any item from the Consent Items Section.
 - c. Following the removal of items from the Consent Items Section, there shall be no debate or discussion by any Councilor regarding any items remaining in the Consent Items Section beyond asking questions for simple clarification.
 - d. The Consent Items shall be introduced by a motion “to approve the Consent Items” and shall be considered by the Council as a single item.
 - e. The motion to approve the Consent Items Section shall be equivalent to approval, adoption, or enactment of each motion, resolution, or other item of business exactly as if each has been acted upon individually. The motion of approval is only for those items that have not been removed from the Consent Items Section.
 3. Proclamations: Proclamations may be placed on the agenda by the City Manager or with the sponsorship of any two Council members.
 - a. Before placing a Proclamation on the agenda, due consideration should be given concerning whether the Proclamation is consistent with the City’s vision statement and the goals of the Community Plan. Those that promote a particular political or religious agenda will not be accepted.
 - b. All Proclamations must be submitted in accordance with the City’s established timeline for placing items on a Council agenda and must be approved as part of the Consent Agenda prior to being presented. Proclamations will be read and presented only when the recipient of the Proclamation so requests and is present to receive it at the Council meeting where it is considered.
 4. Summary of Current Events: This portion of the agenda should be confined to items such as recent or upcoming meetings or events of interest to Councilors

and the public. It should not be used to state a position or deal with an issue. Such items should be agendized for future meetings.

5. Commission /Council Joint Meeting and Written Reports: The City Council will meet individually with each commission as needed to give direction. For this meeting, each commission chair is required to submit, a written status report summarizing accomplishments and major issues for his/her commission. The Council liaison for each commission or the Mayor, may at his/her discretion, bring back to the Council a request for an additional Council meeting if it appears to be warranted.

Q. TIME LIMITATIONS REGARDING PUBLIC PARTICIPATION

1. Public Forum: Normally, during the "Public Forum," each member of the public will be limited to three minutes. If at the expiration of three minutes a request for additional time is made, the request will be considered at the sole discretion of the Mayor. During an open call to the public, individual Councilors may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, Councilors shall not discuss or take legal action on matters raised during an open call to the public unless the matters were properly noticed for discussion and legal action.
2. Public Input Concerning Agenda Items: During the "Agendized Portion" of the meeting, each member of the public will be limited to three minutes, unless granted additional time by the Mayor. In the event a Councilor verbally objects, a vote will be taken.
 - a. Individuals opposed to or supporting an agenda item will be recognized by the Mayor and must state his/her name and city of residence or county, then speak the issue. In the interest of time, the Mayor may request that he/she does not repeat statements presented by previous speakers. If the person does not wish to speak, the person can simply state his/her name and position on the issue.
 - b. In all cases, the Mayor may grant the speaker additional time if the Council agrees it is appropriate.
 - c. Any Councilor may make a procedural motion to re-open the public comment period, if it is perceived that members of the public wish to offer additional comments or rebuttal to matters presented after the original public comment period is closed. The Council will vote on the motion and if passed, the public comment period will be reopened.
3. Public Disruption: The Mayor has the authority to preserve order at all Council meetings, and may call for recess and/or remove or cause the removal of any person from any Council meeting. A member of the public who disrupts and is ordered removed from a Council meeting shall be excluded from the remainder of that meeting.
4. Planning and Zoning Appeals: If the item before the City Council concerns an appeal of a planning and zoning issue, the appealing party and the party defending the prior decision will each be given ten (10) minutes to present their position and respond to questions from the Council. The Council will then allow public comment in accordance with the three-minute rule governing such

comment. Following the public comment period, the appealing and defending parties will have five (5) minutes for rebuttal. The Council will then deliberate and reach a decision on the appeal.

- a. After an appeal has been filed in a matter where the Council is acting in a quasi-judicial capacity, and during the pendency of an appeal before the City Council, a member of the City Council may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the appeal, except at a meeting of the Council.
- b. Notwithstanding Section a. above, no decision or action of the City Council shall be invalid due to ex parte contact or bias resulting from ex parte contact with a member of the decision-making body, if the member of the decision making body receiving the contact:
 - 1) Places on the record the substance of any written or oral ex parte communications concerning the decision or action; and
 - 2) Gives notice before or at the hearing of the parties' right to rebut the substance of the communication.

R. AGENDAS

1. Determination of Specific Items to be Included. Two Councilors, the City Manager or a Department Head may request to have items placed on the agenda. Council members wishing to place an item on a future agenda may make the request at a City Council meeting during Future Meeting/Agenda Items. As an alternative or if the item is of a time sensitive nature, the Councilor may contact the City Manager with the request. The City Manager shall be notified of all upcoming agenda requests from Councilors so that staff can be prepared.
 - a. In the case of Council members, support of two (2) Councilors is required. If the City Manager determines the item will require substantial research and/or staff time (generally more than two hours), the item will initially be agendized as a 15-minute introductory item and a majority support of Council will be required to pursue the item further. Introductory items that fail to receive the majority support of Council may not again be placed on the agenda for 90 days.
 - b. The general public may have items placed on the agenda only through Councilors.
 - c. Requests by Councilors for information or reports concerning the administration of the City or matters having to do with actions of or failure to act by the City staff or amenable to administrative disposition shall not be placed on the agenda of any Council meeting until the City Manager shall have been given a reasonable opportunity to resolve the matter and to furnish the interested Councilor or Councilors with an explanatory statement.
 - d. The City Council may, by majority vote, identify items to be added to the agenda of a specified future Council meeting.
 - e. Items submitted by Department Heads for consideration as possible agenda items shall be presented to the City Manager and City Clerk under cover of a transmittal form, "Request for a City Council Agenda Item."
 - f. An agenda team comprised of at least the City Manager, Mayor, Vice Mayor, City Attorney, and City Clerk shall meet prior to the regular meeting to select,

discuss, and prioritize the draft agenda items and decide their placement on future agendas.

- g. An agenda item submitted by Councilors shall be placed on a regularly scheduled Council meeting agenda within two (2) meetings of the submitted request. The agenda item may be postponed because of other agenda item priorities as determined by the agenda team.
 - h. As soon as the “draft agenda” is set, the City Clerk shall distribute it by email to all members of the City Council.
 - i. Only in extraordinary circumstances and after approval of the Mayor should any additional agenda items be added to the City Council packet after its distribution.
 - j. Once Councilors receive their meeting packets, any typographical or housekeeping errors in ordinances or resolutions under consideration should be presented in writing to the Clerk before the meeting at which they are considered and the necessary changes will be made by the Clerk for consideration by the Council at the Council meeting.
2. Posting of Agendas: All agendas for regular meetings shall be posted in one (1) official public places as well as the City’s website. All agendas will be publicized in the local newspaper on the Friday prior to the scheduled meetings. Agendas published in the newspaper will be marked “tentative,” and will have the following disclaimer “This is an unofficial tentative agenda and is subject to change until twenty-four (24) hours before the actual meeting. To review the final agenda(s), please consult with officially posted agenda(s) within twenty-four (24) hours of the meeting time.” Agendas will be posted by Friday, but in no case (other than an emergency meeting) later than twenty-four (24) hours prior to the meeting.

RULE 4

MAYOR, VICE MAYOR, DUTIES & SUCCESSION

A. MAYOR

1. Preservation of Order: The Mayor shall preserve order and decorum, decide all questions of order, prevent intrusion upon personalities or the impugning of members' motives, confine members in debate to the question under discussion, and conduct the meetings in accordance with parliamentary rules contained in Robert's Rules of Order (Revised). These Rules shall prevail in cases of conflict with Robert's Rules of Order.
2. Questions to be Stated: The Mayor shall state all questions submitted for a vote and announce the results. The recording of votes shall be in accordance with Rule 3, Section H.
3. Voting: The Mayor shall vote as a member of the Council.
4. Powers and Duties: The powers and duties of the Mayor shall include the following:
 - a. Serve as the chief executive officer of the City;
 - b. Be the chairman of the Council and preside over its meetings. He/she may make and second motions and shall have a voice and vote in all its proceedings;
 - c. Enforce the provisions of these Rules;
 - d. Execute and authenticate by his/her signature such instruments as the Council or any statutes, ordinances, or these Rules shall require;
 - e. Make such recommendations and suggestions to the Council as he/she may consider proper;
 - f. Declare, by proclamation, a local emergency to exist due to fire, conflagration, flood, earthquake, explosion, war, bombing or any other natural or man-made calamity or disaster or in the event of the threat or occurrence of riot, rout or affray or other acts of civil disobedience which endanger life or property within the City. After declaration of such emergency, the Mayor shall govern by proclamation and impose all necessary regulations to preserve the peace and order of the City, including but not limited to:
 - 1) Imposition of a curfew in all or any portion of the City;
 - 2) Ordering the closing of any business;
 - 3) Closing to public access of any public building, street, or other public place;
 - 4) Calling upon regular or auxiliary law enforcement agencies and organizations within or without the political subdivision for assistance.
 - g. Perform such other duties required by state statute and these Rules as well as those duties required as chief executive officer of the City.

B. VICE MAYOR

1. Designation/Election: At the Council meeting when new Councilors are seated following a general election, the Council shall designate one of its members as Vice Mayor, who shall serve, at the pleasure of the Council, until after the next general election. The designation process shall be as follows:

- a. The Mayor will solicit a single nomination from the Mayor and each Councilor desiring to nominate until all nominations have been made. Nominations do not require a second. When it appears that no one else wishes to make a nomination, the Mayor will declare the nominations closed. A motion to close the nominations is not necessary.
 - b. After nominations have been closed, each nominee will have an opportunity to speak. If the nominee chooses to speak, it may not be for longer than three minutes. Any person so nominated may at this time withdraw his or her name from nomination.
 - c. Then voting for Vice Mayor will take place in the order nominations were made. Councilors will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote of the Councilors present, then the Mayor will declare that individual elected. No votes will be taken on the remaining nominees.
 - d. If none of the nominees receives a majority vote of Council, the Mayor will call for nominations again and repeat the process until a candidate receives a majority vote.
 - e. A tie vote results in a failed nomination.
2. Duties: The Vice Mayor shall have the powers to perform the duties of the Mayor during his/her absence or disability. In addition, the Mayor may delegate any of his/her ministerial duties to the Vice Mayor, including but not limited to, attendance and participation on non-City boards and committees.
 3. Acting Mayor: In the absence or disability of both the Mayor and Vice Mayor, the Council shall designate another of its members to serve as Acting Mayor who shall have all the powers, duties, and responsibilities of the Mayor during such absence or disability.

C. MAYOR SUCCESSION

1. Upon the death or resignation of the Mayor, the Vice Mayor shall assume the duties of the Mayor until an interim Mayor is appointed by the City Council. The Council will fill any such vacancy by selecting the interim Mayor from among its members by majority vote. The person selected will serve until the next general election.
2. After making an interim appointment of the Mayor, the Council shall then immediately select one of its members as interim Vice Mayor, who shall serve at the pleasure of the Council until a new Mayor is elected and seated.
3. If the Councilor selected as Mayor is in his/her first or second year of a four year Council term, then upon fulfilling the remainder of the former Mayor's two-year term, he/she will re-assume his/her position as a Councilor and complete the remainder of his/her term. If such an appointee desires to run for the office of Mayor, upon declaring his/her candidacy, he/she will be required to relinquish his/her right to re-assume his/her former position as Councilor. Upon declaring a candidacy for Mayor, because a vacancy will be created for his/her former Council seat, the Council will fill that vacancy per the options set forth in A.R.S. § 9-235.
4. Any person appointed to fill the vacancy created by a Councilor assuming the position of Mayor, will serve only until the next general election, unless appointed for a longer term per the provisions of A.R.S. § 9-235.

RULE 5

CREATION OF COMMITTEES, BOARDS & COMMISSIONS

A. COMMITTEES, BOARDS AND COMMISSIONS

The Council may create Committees, Boards, and Commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify which are not inconsistent with the City Code. No member of the City Council including the Mayor shall be allowed to independently form an official City committee, subcommittee, task force, or other body however designated, without the prior approval of the City Council.

B. MEMBERSHIP AND SELECTION OF COMMISSION OR BOARD MEMBERS

1. Individuals applying for a Board or Commission must fill out and submit the City application form by the established deadline.
2. The Mayor, Mayor's designee from City Council, and the Chair (or Vice Chair if the Chair is applying for reappointment) will interview applicants for commission seats and forward a recommendation for appointment to the Council.
3. If an existing Committee member is seeking re-appointment and is the sole applicant, he/she may be interviewed at the discretion of the reviewing body.
4. In situations where a replacement is being selected who will fill less than six (6) months of a remaining term, the reviewing body may recommend to the Council that the selected candidate be appointed to serve for the remaining term, plus the next full term for that position.
5. The recommendation will be placed in the Appointments Section of the next available Council agenda for approval.
6. Any Committee, Board, or Commission created shall cease to exist when abolished by a majority vote of the Council.

C. MEMBERSHIP AND SELECTION OF COUNCIL COMMITTEE MEMBERS

1. Council Committees may be formed and members appointed at the discretion of the Council or in the manner in which Boards and Commissions are formed.
2. Committees created through Council action are subject to the open meeting laws.
3. No Committee so appointed shall have powers other than advisory to the Council except as otherwise specified by ordinance, the City Code, or State Statute.

D. RESIDENCY REQUIREMENTS

1. Planning and Zoning Commission and Personnel Board members shall be residents of the City of Sedona. The Historic Preservation Commission and any Committees it may appoint, may have a maximum of two members each who are not residents of the City of Sedona, but only if they have a direct connection to the City corporation limits, including but not limited to, situations such as being an employee within the City limits or owning a business or property within the City limits.
2. Special, single issue, Committees set up by the City Council shall be comprised primarily of City residents, but may have up to two non-resident members, but only if they have a direct connection to the City corporate limits such as being an

employee within the City limits or owning a business or property within the City limits.

E. REMOVAL OF MEMBERS OF COMMITTEES, BOARDS & COMMISSIONS

The Council may remove any member of any Committee, Board or Commission by a majority vote of the Council, or as otherwise provided by ordinance or City Code.

F. INAPPROPRIATE ACTION/BEHAVIOR OF BOARD, COMMITTEE, OR COMMISSION MEMBERS

1. Any Committee, Board, or Commission member may not use City staff or letterhead to support personal or non-City functions or fundraisers.
2. Members of any Board, Committee, or Commission shall not use his/her official office as a means of advancing personal opinions through public statements whereby an inference can be drawn that they are speaking on behalf of the City. Any such public statements shall contain clear language indicating that such statements are the opinions and comments of the individual and are not necessarily the position of the City of Sedona.

G. ATTENDANCE AT COUNCIL, COMMISSION, COMMITTEE, BOARD OR TASK FORCE MEETINGS

In order to ensure that open meeting laws are complied with, the following procedures will govern the attendance of Council, Commission, Committee, Board and Task Force members at meetings other than those of the body that the public official serves on.

1. All notices of official City meetings will contain appropriate wording regarding the possible attendance by City Council, Commission, Committee, Board or Task Force members, such as the following example:
“This is to notify the public that a quorum of members of the City Council or various other City Commissions, Committees, Boards, or Task Forces may be in attendance.
2. If, despite the precautions taken in Paragraph 1 above, a quorum of City Council, Commission, Committee, Board, or Task Force members appear at a public meeting, event, or private gathering, they will not congregate in a manner that would create a perception that the majority may be conducting City business.

The Mayor and City Councilors may from time to time be invited to attend and participate in staff initiated committees, task forces, or CEP work group meetings that are not subject to open meeting laws, and they may always attend as observers; however, they may not serve as regular members of those committees, task forces, or work groups.

RULE 6

CITIZENS' INTERACTION

A. ADDRESSING THE COUNCIL

1. Following submission of a Citizen Information Card and when recognized by the Mayor, anyone may address the Council on any subject not on the agenda during the "Public Forum" portion of the meeting. There shall be no Council discussion of such unagendized issues, other than to refer the matter to staff, respond to a personal criticism, or have the matter placed on a future agenda.
2. To speak on specific agenda items at other times throughout the meeting, a member of the public must fill out a "Public Comment Card" and present it to the City Clerk before or during the time that agenda item is discussed. The person must fill out his/her name, physical address, phone number, the agenda item he/she wishes to address, and the name of the group he/she represents, if any.
3. Oral or written remarks are limited to three minutes, although additional time may be granted by a majority vote of the City Council in accordance with provisions of Rule 3, Section Q, Paragraphs 1 and 2.
4. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council.

B. PERSONAL AND SLANDEROUS REMARKS

Any person who becomes disruptive while attending a Council meeting in a manner that constitutes disorderly conduct per A.R.S. § 13-2904², may be requested to leave the meeting and, if necessary the Mayor may request that the police escort the person from that particular meeting.

C. RESPONSE TO CITIZENS' COMPLAINTS

In response to a citizen's complaint, the Councilor may refer the complaint to the City Manager in accordance with provisions of Rule 2, Section I.

D. WRITTEN COMMUNICATIONS

Interested parties or their authorized representatives may address the Council, in writing, regarding any matter concerning business over which the Council has control.

² A person commits disorderly conduct if, with the intent to disturb the peace or quiet of a ... person, or with knowledge of doing so, such person:

1. Engages in fighting, violent or seriously disruptive behavior; or
2. Makes unreasonable noise; or
3. Uses abusive or offensive language or gestures to any person present in a manner likely to provoke immediate physical retaliation by such person; or
4. Makes any protracted commotion, utterance or display with the intent to prevent the transaction of business of a lawful meeting, gathering or procession; or
5. Recklessly handles, displays or discharges a deadly weapon or dangerous instrument.

RULE 7

PROCEDURE FOR COUNCIL AND CITY MANAGER (OR DESIGNEE) LIAISONS/REPRESENTATIVES TO PROVIDE INPUT TO REGIONAL BOARDS AND COMMITTEES

A. APPOINTMENT

Appointments shall be made at the Mayor's discretion with input from the City Manager. Appointments will be revisited and possibly reassigned following City Council elections. Councilors may express interest in certain liaison roles; however, the final determination for the appointment will be a decision of the Mayor. New liaison roles will be approved by the Mayor and City Manager. City staff may be assigned in lieu of a City Councilor.

B. ROLES

Roles are defined in the categories of Informal Voluntary, Financial Relationship, and Shared Governance.

1. Informal Voluntary - liaisons to these organizations are voluntary based on interest from Councilors. Liaisons should limit activity to attending meetings, collecting information, and reporting back to Council. Councilors are discouraged from giving general reports except those that are limited to information relevant to the organization to which the liaison serves or as otherwise directed by Council.
2. Financial Relationship - liaisons to these organizations are established based on a significant, ongoing financial contribution, often resulting in a service contract, MOU, IGA, or a specific service rendered in exchange for a fee. Liaisons should play a more active role in observing and assessing fiscal stewardship and alignment between funding and any stated goals or outcomes associated with funding from the City. Whenever practical, Council should provide input to liaisons so they can more effectively represent the City. Input could be related to seeking specific information from the organization such as annual reports or audits or direction given to advocate for certain outcomes. Liaisons should never vote or make commitments on anything without delegation from Council. The Council liaison and staff liaison should coordinate efforts to maximize effectiveness of both positions and eliminate possible conflicting information.
3. Shared Governance - liaisons should play the most active role; influencing the organization through voting, lobbying, and other means in the interest of the City. Whenever practical, Council should provide input to liaisons so they can more effectively represent the City. Input could be related to seeking specific information from the organization such as annual reports or audits or direction given to advocate for certain outcomes. Liaisons should never vote or make commitments on anything without delegation from Council. The Council liaison and staff liaison should coordinate efforts to maximize effectiveness of both positions and eliminate possible conflicting information.

C. REPORTS TO COUNCIL

After appointment by the City Council to a Board or Committee, the Council representative should periodically report items of significance to the Council as part of the Council Assignments portion of City Council meetings and may also wish to provide periodic updates to the City Manager.

D. DIRECTION FROM COUNCIL

1. Upon the request of the Council representative, issues may be agendaized for Council consideration before the next meeting so the representative may receive instruction and direction from the Council. Staff may also participate in and make a recommendation to the Council.
2. The City Council will deliberate and indicate by motion the instruction and direction which the representative is to present in representing the City before regional bodies and Committees.

E. SPEAKING ON BEHALF OF COUNCIL

1. If a Councilor appears before any federal, state, regional, county or other governing body, board or committee, and has not received any direction from the City Council as a whole concerning matters which are being discussed, any comments or statements made by said Councilor should clearly indicate that the Councilor is speaking only as an individual and that his/her comments should not be construed as representing the views of the City of Sedona or the Sedona City Council. (See Rule 2, Section F, Paragraphs 1 and 2)
2. Where time constraints require immediate input on behalf of the City, and where the Councilor has a substantial good-faith basis for assuming that there would be strong Council support and there is support for the particular issue in the Community Plan and/or Strategic Plan, the Councilor may proffer a tentative City position and shall thereafter give, within twenty-four (24) hours, written notice to other Councilors and the City Manager of the position taken.

CITY OF SEDONA

POLICIES

POLICY A

LIQUOR LICENSE APPLICATIONS

The Sedona City Council shall consider all applications for Liquor Licenses in accordance with Arizona Revised Statutes, Title 4, unless that authority has been delegated to City staff by an official Council Resolution.

POLICY B

ELECTRONIC MAIL (E-MAIL) AND INTERNET POLICY

A. COUNCIL SPECIFIC PROVISION

City Councilors may communicate with each other via e-mail concerning City business under the following conditions:

1. E-mail communications concerning City business or City related issues are considered public records. If an email related to City business is received by an account other than a City email account, this email shall be forwarded to the official City email account for records preservation. The email will be preserved and made available for public inspection.
2. E-mail cannot be used as a means of discussion of City business between all or a quorum of members of the City Council.
3. E-mail cannot be used as a means of taking straw polls on City issues.
4. E-mail cannot be used to facilitate a form of "hub and spoke" communication whereby one Councilor acts as a go-between disseminating communications between other Councilors. In summary, communication by e-mail cannot be used as a means of circumventing the open meeting laws.
5. A Councilor may use e-mail to distribute informational material to all other Councilors through the City Clerk. However, such distribution should not be made with the intent to initiate responses from other Councilors. Any discussion of such informational communication should be reserved for public City Council meetings.
6. E-mail communication to or from the City Attorney concerning pending litigation or legal advice should contain a warning in the subject line stating: "Confidential Attorney-Client Privileged." A corresponding copy of the e-mail should also be sent to the City Clerk's direct e-mail address. The Clerk will make a hard copy of the e-mail and maintain it in a confidential non-public file. Such communications should also contain the following boilerplate at the end of the communication:

The information contained in this message is attorney/client privileged and/or confidential information intended only for the use of the individual or individuals named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or printing of this communication is strictly prohibited. If you have received this message in error, please notify us immediately by telephone at 928-204-7200 (or by reply e-mail) and delete this message.

Thank you.

B. CITY WIDE E-MAIL INTERNET POLICY

1. Purpose
 - a. This policy sets forth the parameters for the proper use, preservation, disclosure and disposition of electronic mail (e-mail). It also establishes appropriate standards for use of the Internet within the City.
 - b. This policy applies to all employees and public officials including City Councilors and members of City Committees or Commissions who access e-mail or the

- Internet through the City computer network, either by way of a City computer or through a remote connection to the City computer network.
- c. E-mail is a communications tool that, when made available to City employees, is provided for performance of their duties. E-mail is to be used for official business purposes. Personal messages shall be kept to a minimum. No solicitations shall be conducted through e-mail.
 - d. The City's connection to the Internet exists to facilitate the official work of City staff members. The Internet facilities and services are provided for staff members for the efficient exchange of information and the completion of assigned responsibilities.
 - e. Employees shall not be granted access to the e-mail system until they have read this policy and signed and have returned the Policy Consent Form to Human Resources.

2. General Policy Statement for E-mail

- a. The City of Sedona maintains an electronic mail system in order to facilitate expeditious communication among City employees, public officers, citizens and persons or companies doing business with the City. The contents of all electronic mail messages composed, sent or received on the City electronic mail system are the intellectual property of the City of Sedona, and are not the private property of any employee or public official. The use of the e-mail system is a privilege; therefore, acceptable use of the e-mail system is based on good judgment and common sense. Employee e-mail accounts are not to be used as the sole or primary e-mail address for personal correspondence.
- b. The confidentiality of any e-mail message should not be assumed. Even when a message is deleted, it may still be possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. The City reserves the right to review, audit, intercept, access and disclose all e-mail messages created, received, or sent over the City's electronic mail system. Except as noted in Par. A(3) below, the contents of electronic mail may be disclosed without the notice or permission of the sender. Notwithstanding the City's right to retrieve and read any electronic mail messages, such messages shall be treated as confidential by other employees and public officers and shall be accessed only by the intended recipient. No electronic messages may be monitored, reviewed, audited, intercepted, accessed, or disclosed without the authorization of the City Manager.
- c. No electronic messages created, received or sent over the electronic mail system by any employee or agent of the Sedona City Attorney's office may be monitored, reviewed, audited, intercepted accessed or disclosed without the prior written authorization of the Sedona City Attorney. This policy complies, in all respects, with the provisions of the Rules of the Supreme Court, Rule 42, Professional Conduct, including, but not limited to the provisions of ER 1.6, Confidentiality of Information.
- d. The City Clerk's Office is responsible for creating and distributing the e-mail records policy, in accordance with State Statute and City requirements.

C. DEFINITIONS

1. Electronic Mail (e-mail): Electronic Mail is any transmission of messages, including attachments and imbedded objects, through the City's computer information network by electronic means.
2. Public Records: For purposes of this policy, Public Record means any e-mail communication made or received by any City employee or public officer in pursuance of law or in connection with the transaction of public business including, but not limited to, communications that concern the City's organization, functions, policies, decisions, procedures, operations or other activities or which are of informational or historical value. Few records in the possession or control of an employee or public officer will not be considered "Public Records." Exceptions include routine e-mail communications of a personal nature, spam, or communications containing information that is not related in any way to City business.
3. Routine E-mail: Routine E-mail Communications include communications that are routine in nature such as those used to schedule meetings or conference calls, notices of vacations, times away from the office, etc., and which have little relevance in terms of recording official actions or decisions made by City staff or public officials.

D. SECURITY, PRIVACY AND OWNERSHIP ISSUES

1. E-mail is Not Secure. E-mail transmitted inside the City is more secure than e-mail transmitted via the Internet. If additional security is needed for sensitive information, such as for health records information, then additional security measures, such as encrypted e-mail messages, must be taken to secure the contents of the message or another form of communication should be used.
2. Expectation of Privacy: Employees using e-mail shall have no expectation of privacy related to the use of this technology. E-mail may be a public record subject to disclosure under the Arizona Public Records Law (Arizona Revised Statutes (A.R.S.) § 39-121). Confidential messages should never be sent electronically for two reasons:
 - a. Messages may inadvertently be sent to the wrong addressee.
 - b. E-mail should always be used with the assumption that messages will be read by someone other than the intended recipient.
3. Property Rights: E-mail is an information technology/computer service and is the property of the City. All messages created in the system belong to the City, not employees, vendors or customers. The City reserves the right to monitor e-mail use by any user at any time.

E. GUIDELINES FOR USING E-MAIL

1. E-mail shall be used primarily for official business purposes.
2. All City e-mail addresses should not be used on any non-official business related website form.
3. E-mail communications shall be professional in content, and consistent with City policies and procedures.
4. When communicating with the City Attorney about a legal issue, always insert the phrase "Attorney-Client Privileged" in the subject line.

5. City work rules governing use of City property, record keeping and communications with others apply to the use of e-mail. Employees should never send an e-mail communication they would not feel comfortable communicating face-to-face or over the phone.
6. No e-mail communications shall be created or sent that might constitute discriminatory, harassing, intimidating, hostile or offensive communications on the basis of gender, race, color, national origin, sexual orientation, disability, or other grounds.
7. Employees shall not read the e-mail of another employee without a legitimate business purpose consistent with the City's policies and business communications practice.
8. No employee shall send e-mail under another person's name without that person's authorization, and the sender shall indicate his/her identity in the message.
9. Examples of Unacceptable Use:
 - a. E-mail shall not be used for personal business beyond that allowed in paragraph 9 below, or for personal gain.
 - b. E-mail shall not be used for soliciting or for issuing or forwarding serial or "chain mail"-type messages or advertisements of any commercial nature.
 - c. E-mail shall not be used for soliciting or recruiting membership for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
 - d. E-mail shall not be used for creating any offensive or disruptive messages which contain sexual implications or comments that offensively address race, color, religion, gender, national origin, ancestry, marital status, sexual orientation, age, physical or mental disability, medical condition or veteran status, or are otherwise considered unethical, illegal, unprofessional or disruptive.
 - e. E-mail shall not be used for any activity that would jeopardize the legitimate interests of the City or the citizens of the City of Sedona.
10. Personal Use of E-mail: In addition to the use of electronic mail in the performance of their job duties, employees may make limited personal use of electronic mail in circumstances similar to those appropriate for personal phone communication such as the following:
 - a. Scheduling of personal appointments as an effective extension of ones overall time management, i.e. lunches, meetings, medical appointments, etc.
 - b. Sharing of event-driven information and planning of work-related social events where the intent is to enhance employee morale, i.e. birthdays, marriages, birth announcements, etc.
 - c. Limited personal use in corresponding to associates or family members during allowed break or lunch time.

F. E-MAIL RECORDS, RETENTION AND DISPOSITION

1. Public Record: E-mail communications may be public records. Any e-mail communication that meets the definition of a "public record" shall be preserved in accordance with this policy and the records retention and disposition, as approved from time to time by the State Department of Archives.

2. E-mail Retention: You are responsible for saving the e-mail record and any attachments if you are (a) the sender of the message or (b) the person receiving an e-mail record from a source outside the City. The sender includes the person who sent the original message, the sender of a response and the person forwarding a message with comment. Employees who transmit e-mail shall determine whether to preserve or delete the e-mail communication as follows:
 - a. Routine e-mail, communications of a transitory value, may be deleted after being read and after the required action is taken, subject to the limitations set forth in paragraphs 3, 4, and 5 below.
 - b. Communications that meet the definition of a “public record” transmitted on the City’s electronic mail system, or received from outside the City, through the City’s electronic mail system, shall either be printed and preserved in the appropriate file, in permanent paper format or, shall be preserved, unedited, in the employee’s or public official’s e-mail system without printing in a manner that will enable it to be easily retrieved upon request. With every communication that qualifies as a “public record,” the sender shall ensure that the following information is included and preserved.
 - 1) The time and date the message was sent and received.
 - 2) The complete sender and receiver identification.
 - 3) An accurate description of the subject matter of the e-mail and whether or not the e-mail is attorney-client privileged or confidential in the “Subject” section of the e-mail message.
 - 4) The complete message, and any and all attachments to the message. The content of the message, not the medium, determines whether and how long you save it.
3. Examples of E-mail Messages that Should be Saved as a Record:
 - a. E-mail discussions with colleagues on how to deal with an issue or case are part of the public record and should be saved.
 - b. If documentation is needed for a project, then save the e-mail messages related to the project.
 - c. If you would save and file a message transmitted on paper, you should also save and file it if it is transmitted via e-mail.
4. Examples of E-mail Messages that Should be Deleted:
 - a. E-mail messages related to routine phone calls, or routine announcements such as bulletins about social or recreational events can be deleted when you have acted on them.
 - b. If you invite coworkers to a business meeting, then the messages should be deleted as soon as they are not needed.
 - c. E-mail messages between you and a supervisor about a memo you are drafting for his/her signature and the various drafts of the memo itself do not need to be saved. The supervisor should save a copy of the final signed memo.
5. Records Management Manual: Each department has a Records Management Manual that has a Department of Library and Archives approved Records

Disposition schedule. If you have a question about records retention and disposition, call the City Clerk's Office.

- a. Communications subject to an existing public record request, or to formal discovery in ongoing litigation, will be preserved in the appropriate file or the e-mail system.
 - b. If an e-mail message has been saved in another authorized medium, it may be deleted from the e-mail system.
6. The volume of e-mail received daily builds quickly and can affect e-mail system performance. Employees should practice good file management by regularly deleting routine e-mails when their value has been served, and consider printing a paper copy of records to retain for the length of time required for that record series, as noted in the City of Sedona's Records Management Manual.
 7. Records saved in the e-mail system should be organized by topic within folders inside the employees e-mail cabinet, in which folders are named appropriately to clearly describe the contents.
 8. The Information Technology Division (IT) is responsible for a weekly backup of the data of the entire e-mail system, in accordance with the following procedures:
 - a. The system administrator will structure the e-mail system so that all City users will not be able to permanently delete e-mails that are moved to the "trash" folder on their individual systems. E-mails in the "trash" folder will be deleted monthly by the System Administrator in accordance with the procedure set forth below.
 - b. Full data backups of the e-mail system server will be performed weekly.
 - c. Each of these weekly backups will be maintained for a period of four weeks.
 - d. On the first weekend of every month, the complete e-mail system backup, as required in paragraph b. above, will be made and preserved for a period of three years. This is to insure that no e-mail that is to be preserved for at least three years under the City's retention policy is inadvertently deleted. Following the successful completion of this monthly system backup, the system administrator will delete all e-mail placed in every City user's "trash" during the preceding month.

G. SPAM MANAGEMENT

1. The City of Sedona may use e-mail filtering, blocking, and or management software to limit, minimize, and/or delete e-mail messages that are not in accordance with the City's E-mail and Internet policy. Examples of e-mail messages that may be filtered or blocked include:
 - a. Messages that are obscene in nature;
 - b. Messages that are personal and are not relevant to business conducted at the City of Sedona;
 - c. Messages that have a blank subject line;
 - d. Messages that are from a randomly generated address;
 - e. Messages that have content that is randomly generated;
 - f. Messages that do not have a message body;
 - g. Messages that have an attachment that may contain a virus;
 - h. Messages that have embedded HTML comments

2. The rules for filtering and blocking messages are centralized through software. However, all employees are responsible for managing the release of all and/or any messages that have been filtered or blocked by the software. The software provides a method for employees to perform release messages from the software directly and unreleased messages will be deleted from the City's system after a specified number of days.
3. The City is not responsible for any personal messages that are blocked and/or deleted in accordance to these policy guidelines.

H. GENERAL POLICY STATEMENT FOR INTERNET USE GUIDELINES

1. Access to the Internet is provided to City employees for the primary purpose of conducting official City business. Employees should use the Internet to accomplish job responsibilities more effectively. The Internet may not be used for prohibited purposes, such as but not limited to, conducting private business, political campaigning, any illegal uses, or any actions listed in Section 2: Unacceptable Use. Personal use of the Internet should not have any cost to the City, be excessive in time, or interfere with an employee or co-worker's work. Employee e-mail addresses are not to be used during personal Internet usage.
2. Certain features of the Internet can clog the City's network and e-mail system, and should be used strictly for work-related purposes, such as:
 - a. Subscriptions to a listserv. In order for an employee to join a work related listserv, the employee must gain permission from his/her supervisor. Then, IT must be notified in writing with the e-mail address, web address, and purpose of the listserv in order to ensure delivery of listserv e-mail.
 - b. Streaming media, which uses a large amount of bandwidth (for example, Internet Radio).
3. Use of the Internet is a privilege and not a right. Users should be aware that monitoring of Internet usage, including sites visited, occurs without user consent or prior notice on a regular basis. If inappropriate use is determined, the City may deny, revoke, or suspend Internet access to any user at any time.
 - a. Acceptable Internet use includes the following:
 - 1) Communications and information exchanges directly relating mission, goals and work tasks of the City.
 - 2) Use for advisory, standards, research, analysis, professional society or development activities related to the user's job duties and responsibilities.
 - 3) Official legal or law enforcement investigations.
 - 4) Those specifically instructed by supervisors
 - b. Examples of Unacceptable Use
 - 1) It is unacceptable for an Internet user to view, submit, publish, display, or transmit on the network, or any agency computer system, any unauthorized information that:
 - i. Violates or infringes on the rights of any other person.
 - ii. Contains defamatory, false, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material.

- iii. Violates any applicable laws, including federal, state and agency regulations, prohibiting sexual harassment.
 - iv. Uses the system for any illegal purpose.
- 2) It is also unacceptable use of the Internet or City e-mail address to:
- i. Conduct personal or unapproved business, or personal business transactions.
 - ii. Solicit any activity prohibited by law.
 - iii. Transmit material, information, or software in violation of any law.
 - iv. Conduct any political activity.
 - v. Conduct any gambling, betting or gaming activity.
 - vi. Conduct any activity for personal gain.
 - vii. Make unauthorized purchases.
 - viii. Download software or browser plug-ins without obtaining pre-authorization from IT.
- c. Personal Responsibility
- 1) Some Internet sites routinely keep logs of who visits their website. Individual users must be aware of and at all times attempt to prevent potential City liability in their use of the Internet. For that reason, all Internet communication, wherein the employee is expressing a personal opinion and which does not reflect the official position of the City or department, must include the following disclaimer: "The opinions expressed here are my own and do not necessarily represent those of the City of Sedona."
 - 2) Employees should be aware that there is a wide variety of information on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the City has no control over and can therefore not be responsible for the content of information available on the Internet.
- d. Records Retention. The same policy for retention of records, set forth in the City of Sedona E-mail and Internet Policy, shall apply to all records obtained or received via the Internet. City employees who transmit or receive material via the Internet shall determine whether to preserve or delete the material and communications consistent with the records retention schedule and records retention policy of their department.
- e. Copyrighted Material
- 1) All communications and information accessible via the Internet should be assumed to be private property. Internet users shall honor copyright laws including those protecting software and intellectual property.
 - 2) Duplicating, transmitting, or using software not in compliance with software license agreements is considered copyright infringement.
 - 3) Users shall not make copies of software or literature without authorization and the full legal right to do so.
 - 4) Unauthorized use of copyrighted materials, or another person's original writings, is considered copyright infringement.

- 5) Internet users shall not transmit copyrighted materials, belonging to others, over the Internet without permission.
 - 6) If the agency permits, users may download copyrighted material from the Internet, but its use must conform to the restrictions posted by the author or current copyright law.
 - 7) Copyrighted information used on websites must be clearly identified as such.
- f. Public Domain Material. Internet users may download public domain materials for business related use. Redistribution of public domain materials is done so with the assumption of all risks regarding the determination of whether or not the materials are in the public domain. Any redistribution of public domain materials is strictly limited to non-commercial use.

I. SOFTWARE ACQUISITIONS AND USE

1. IT must review, approve, and purchase or acquire all software to be used or installed on City owned computers. Employees who wish to download software or browser plug-ins must obtain authorization from their department head prior to contacting IT.
2. No games other than the standard ones supplied with Windows will be approved for purchase or installation.
3. A valid license or shareware documentation must be held for all software. Illegal duplication of software will not be allowed.
4. Only IT personnel or an approved alternate may install software. It is the responsibility of IT for tracking and recording all software licenses for the City. If shareware products are being used, documentation should certify that the registration fee has been paid or that the software is provided free of charge.

J. HARDWARE USAGE

1. The City's computer systems are a valuable resource, and they should not be abused or wasted. Examples would include excessive use of printer supplies and disk space.
2. Food and beverages can damage a computer, and therefore are prohibited in the immediate computer workstation area. Any other activities that may result in damage to the hardware or software must be avoided.
3. Employees are responsible for periodically reviewing files and removing those that are unnecessary or obsolete.
4. All screen savers and background should be professional and not display any offensive messages. For purchasing, please see the City of Sedona's Purchasing Manual.

K. REGULATION AND ENFORCEMENT

Department Heads (or their designee) shall be responsible for agency compliance with the provisions of this policy and for investigating suspected non-compliance. Violation of any element of this policy may result in disciplinary action, which will follow the guidelines of the Employee Manual.

POLICY C

TRAVEL POLICY FOR COUNCILORS

A. INTRODUCTION

The City of Sedona provides its Councilors with adequate accommodations when traveling on City business, while maintaining an obligation for reasonable use of public funds. The procedures contained herein are designed to provide guidelines for appropriate use of such funds. (Refer to the City's Purchasing Policy for further rules)

B. TRAVEL AUTHORIZATION

Each Councilor has the primary responsibility to ensure validity of travel, and that all expenses are properly documented and correctly incurred within the guidelines of the City's Travel Policy. Management is also responsible for providing/communicating City travel guidelines to Councilors.

C. ELIGIBLE EXPENDITURES

1. All expenses for travel, hotels, mileage, telephone, etc., should be submitted promptly, and accompanied, where applicable, by receipts attached to expense forms provided by the City Clerk. These expense forms should be submitted within two weeks of the activity.
2. Generally, eligible expenditures include travel and living costs incurred by the Councilor while away from the City, and expenses incurred within the City necessitated by City business. If a spouse, friend or any one not employed by the City accompanies a Councilor, the other person's expenses are not covered.
3. Approval must be obtained for training, conferences, and travel expenses prior to the intended travel. A copy of the conference/registration form and supporting documentation, indicating the purpose/business nature of the trip, should be submitted for review by the City Manager and Finance Manager prior to payment.

D. ELIGIBILITY FOR PURCHASING CARD CHARGES

Eligibility for purchasing card charges and expense reimbursement will be based on the following conditions:

1. Registration:
 - a. The actual cost of registration of any Councilor at a meeting, conference, or convention which is specifically for City business is an eligible expense.
 - b. Receipts must be submitted for reimbursement, or accompany the credit card billing statement if paid with City purchasing card. If a check is needed, the request must be submitted at least three weeks in advance of the deadline for registration to the Finance Department so that it will be processed with the regular accounts payable procedures.
2. Air Travel:
 - a. Air coach transportation will be considered standard for out-of-state travel. All airfare arrangements must be made by the traveler or a department representative. Since travel agents charge varying "ticketing fees," it is suggested that travelers look for an agent that offers low fares and reduced fees.

- b. In some cases, the lower airfare may require the traveler to endure a connecting flight or slightly longer layover between flights. Travelers are encouraged to attempt this whenever it makes business sense and helps to contain expenses.
- c. Travelers are expected to make travel arrangements in advance (at least twenty-one (21) days prior to travel) to take advantage of less expensive flight options. Waiting until the last minute becomes extremely costly to the City. Travel arrangements made less than twenty-one (21) days in advance should be supported by an explanation as to the business necessity for last minute travel arrangements.
- d. Criteria for flight selection must always be based on the lowest-priced airfare rather than the opportunity for personal benefit of the traveler. A Councilor must check a minimum of two airline quotes to ensure the best rate. Councilors should maintain documentation supporting the airline and flight chosen was procured using the best possible rate to the City (using a twenty-one (21) day advance, coach fare, non-refundable ticket).
- e. When a traveler makes personal stops enroute to a business destination point, the traveler will only be reimbursed for the round-trip coach fare from Phoenix to the business destination point.

3. Lodging:

- a. All hotel arrangements must be made by the Councilors traveling or the appropriate department representative. It is suggested that Councilors try to make arrangements to stay at a hotel that is close to the business meeting or training facility. It is even possible, in a lot of instances, to stay in the hotel where the event is taking place. This will reduce the need for a rental car or other ground transportation expenses.
- b. When making the room reservation, travelers should also inquire about a government room discount rate and the event's discount rate and select the lesser of the two.

4. Meals and Incidentals:

- a. Meals for City Council, Boards, Commissions, and staff conducting formal City business during meal times are specifically authorized, not to exceed \$45.00 per day. While traveling, individuals must submit detailed receipts (not a summary that only shows the total) for all reasonable meals and incidentals incurred. No alcohol, tobacco, reading material, personal items, etc. may be included. Gratuity may not exceed 20% of the total bill.
- b. Except for lodging where individuals share the same room or transportation conveyance (cab, rental car, etc.), each individual seeking reimbursement must incur his/her own expense and seek individual reimbursement. The only exceptions are group meals arranged for working sessions or banquets arranged by a department.
- c. In the case of group meals, each Councilor does not have to be broken out separately.

5. Ground Transportation:

- a. It is the traveler's responsibility to use the most economical means for ground transportation and parking in order to maintain control over the departmental travel budget.
- b. In most cases, it is more reasonable to take a taxi, public transportation, or hotel transportation instead of renting a car. Travelers should also check ahead to see if a shuttle service is available for airport pick-up to conference or seminar locations.

6. Personal Auto Usage:

- a. Travelers will be reimbursed for use of their personal vehicle for City business only if a City vehicle is not available and the travel is greater than ten (10) miles outside of the City limits. However, if the absence is to be more than three (3) days, a City vehicle may not be used. The mileage reimbursement rate will be updated periodically in accordance with the approved IRS guidelines. To find out what the current reimbursable rate is, contact Financial Services. The origination and destination of the trip, total number of miles, and odometer reading must be indicated on the Standard Expense Voucher.
- b. Though a personal vehicle may be used in lieu of air travel, only the lesser of the mileage reimbursement or airfare, rental car, and parking will be paid.

E. CITY POOL VEHICLE

1. Vehicle Usage: Vehicles shall be used for City of Sedona business only. City pool vehicle(s) shall be available to all on a first come first serve basis. "Pool Vehicle" is defined as a vehicle which is not designated to a specific department. Pool vehicle(s) may be used for in town or out of town City business not to extend beyond a three (3) working day period without written approval of the City Manager.
2. Passengers: Passengers shall not be permitted in City vehicles unless such passengers are in the vehicle in regard to official City business or serve as City officials. A spouse or other family member may accompany the City official on City related business, however, only the City official may operate the City vehicle.
3. Licensing: All operators of City vehicles shall possess a valid Arizona driver's license. Proof of valid registration and automobile insurance is located in each City vehicle.
4. Safety: Vehicles shall be operated in a safe and responsible manner at all times. All drivers and passengers shall wear seat belts at all times.

F. VEHICLE ACCIDENTS

1. Incident Report: In the event of an accident, Councilors are required to complete an Incident Report form located in each City vehicle or obtained from the Legal Department. The Incident Report is used to provide information about the incident and is required by the insurance company. Report this information to the Legal Department at the earliest possible time (928-204-7200).
2. Damage to a Personal Vehicle: Damage to a traveler's personal vehicle that was used while on City business is a non-reimbursable City expense.

G. RENTAL CARS

1. Most transportation needs are met through air travel, taxi, personal vehicles, or motor pool vehicles.
2. Conferences and seminars usually do not require attendees to do extensive driving during the event. However, should the need for a rental car arise, the Councilor should base the quote on an intermediate size car.
3. In addition to the twenty-four (24) base rate, other items to ask about include:
 - a. Mileage costs, if any.
 - b. Hourly pro-rata cost beyond the twenty-four (24) period.
 - c. Availability of grace periods (each agency has their own policy).
 - d. Any special or discount rates available.
4. Non-City individuals (guests) are not permitted to use/drive a City rented vehicle.

H. NON-REIMBURSABLE EXPENDITURES

The following expenditures are considered personal, not directly related to business travel, and therefore non-reimbursable. If any of the following expenses are inadvertently paid for by the City, the Councilor or Commissioner must reimburse the City for the expense.

This is not meant to be an all-inclusive list.

1. Beauty parlor or barber,
2. Personal entertainment, social events, sporting events, golf, movies, etc. including those at a business conference,
3. Liquor,
4. Theft, loss, or damage to personal property,
5. Personal postage, reading materials, or phone calls,
6. Personal toiletry articles,
7. Fines or penalties for parking or traffic violations,
8. Hotel charges for failure to notify and/or cancel reservations,
9. Valet parking and services.

I. PURCHASING CARDS

With pre-approval of the Mayor, a Councilor will be issued a purchasing card. Purchasing cards should be used for payment of travel, lodging, registration, and meal approval in attending training classes or conferences.

J. TRAVEL AND TRAINING PURCHASE ORDER REQUISITION (PRE-TRIP PAPERWORK)

A Travel and Training Purchase Order Requisition is required in all cases where a Councilor will be traveling or attending a workshop, seminar or conference. This requisition process is completed in the Finance Department's Caselle program, Accounts Payable, Data Entry, Requisition Entry.

K. STANDARD EXPENSE VOUCHER (POST-TRIP PAPERWORK)

This form is used to report reimbursable expenses such as mileage, meals, lodging, and any other expenses paid out of pocket. Receipts must be attached to the Standard Expense Voucher. Do not include City purchasing card charges. These

charges will be accounted for on your monthly statement. This form is available on the Intranet, Department Documents area, in the Finance folder under Forms, Standard Expense Voucher (SEV).

CITY OF SEDONA

APPENDIX

APPENDIX A

SERVICE CONTRACT POLICY LANGUAGE

The City of Sedona has a long established practice of using public funds to support not-for-profit organizations through contractual agreements. The organizations funded through these service contracts provide services to City residents that the City does not provide. While all of the services within this category are not mandatorily provided by a municipality, it has been determined that the desire/need for those services has broad based citizen support and provides a community benefit. It has also been determined that in the absence of these organizations, the City may provide these services directly.

There may be other not-for-profit organizations that also provide strong community benefits, and may be desirous of entering into a contractual arrangement with the City of Sedona for ongoing operational support. At this time the City has determined that the list of existing services/service contracts are beneficial to the community and sustainable by the City. Given the City's longstanding commitment to the existing service contract organizations, the contract program for these organizations should be maintained. Expansion of the service contract program is not warranted at this time.

If other not-for-profit organizations came forward with a compelling justification for a new community service contract, prior to being presented to the Sedona City Council, a sustainable funding source would need to be identified to sufficiently fund the service into the future.

New service contract requests must also meet the following criteria:

- Be a not-for-profit organization as defined by the IRS
- Be seeking funding for a program/project that is non-religious and non-political
- Provide a benefit for the entire community
- Principally serve community needs within the boundaries of the City
- Demonstrate a broad based citizen support for funding that service with public funds.

Should an organization meet the above criteria, the City Manager and/or two City Councilors may request the item be placed on a City Council agenda for further discussion/consideration.



**CITY COUNCIL
AGENDA BILL**

**AB 2759
January 25, 2022
Regular Business**

Agenda Item: 8f
Proposed Action & Subject: Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

| | |
|-------------------------------|------------------|
| Department | City Manager |
| Time to Present | 10 Minutes |
| Total Time for Item | 15 Minutes |
| Other Council Meetings | January 11, 2022 |
| Exhibits | None |

| | | | |
|-------------------------------|-------------------------|-----------------------------|-------------------------------------|
| City Attorney Approval | Reviewed 1/18/22 KWC | Expenditure Required | |
| | | \$ | 0 |
| City Manager's Recommendation | N/A | Amount Budgeted | |
| | | \$ | 0 |
| | | Account No. (Description) | N/A |
| | | Finance Approval | <input checked="" type="checkbox"/> |

SUMMARY STATEMENT

Background: 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, the City's legislative advocate 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 and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

Climate Action Plan/Sustainability 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
January 25, 2022
Regular Business**

Agenda Item: 8g
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, September 14, 2021, September 28, 2021, October 12, 2021, October 26, 2021, November 9, 2021, November 23, 2021, December 14, 2021, January 11, 2022 |
| Exhibits | None |

| | | | |
|-------------------------------|---|-----------------------------|-------------------------------------|
| City Attorney Approval | Reviewed 1/18/22 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.

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

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 possible direction only.