

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

REVISED

TUESDAY, SEPTEMBER 13, 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

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

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.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

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

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

2. CITY'S VISION/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - August 17, 2022 City Council Special Meeting.
- Minutes - August 23, 2022 City Council Regular Meeting.
- Approval of Proclamation, Constitution Week, September 17-23, 2022.
- AB 2855 Approval of award of a Streets Maintenance Job Order Contract extension with Cactus Asphalt, Inc. and J. Banicki Construction, Inc.
- AB 2862 Approval of the updated FTA Title VI Implementation Plan, which is required to receive 5311 FTA funds from ADOT for the FFY2022 – FFY2023-funding cycle.
- AB 2863 Approval of a Resolution authorizing an Intergovernmental Agreement for the provision of services by the Coconino County Elections Department.
- AB 2864 Approval of a contract with WEX Bank, pursuant to WEX Bank's Sourcewell Cooperative Purchasing Contract No. 080620-WEX for the provision of fleet payment solutions.
- AB 2865 Approval of a Resolution authorizing an agreement with Equalis Group for utilization of purchasing cooperative agreements for the purchase of goods and services.
- AB 2867 Approval of a Guaranteed Price Agreement with ADP, Inc. for the provision of human resources and payroll services for FY23 through FY25.

4. APPOINTMENTS - None.

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

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- Presentation of Proclamation, Constitution Week, September 17-23, 2022.
- Promotion and Swearing in of new Police Chief Stephanie Foley.

8. REGULAR BUSINESS





- AB 2815 **Presentation/discussion** by the Arizona Community Foundation of Sedona's (ACF) Regional Director Jennifer Perry regarding their purpose and strategic initiatives.
- AB 2844 **Discussion/possible action** regarding approval of an amount not-to-exceed \$155,000 to expand and improve the Sedona Dog Park and off-leash use of athletic fields.

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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- c. AB 2853 **Discussion/possible action** regarding a Resolution and Ordinance amending the Sedona City Code Chapter 8.10 (Litter - Nuisances), sections 8.10.010 (Definitions), 8.10.020 (Public nuisances defined), 8.10.180 (Abatement of nuisances), 8.10.210 (Abatement), and adding a new section 8.10.215 (Court-ordered abatement). 
- d. AB 2854 **Discussion/possible action** regarding a Resolution and Ordinance amending the Sedona City Code Title 8 (Health and Safety) by adopting amendments to Chapter 8.05 (Article II. Garbage and Solid Waste Containment) related to sections 8.05.070 and 8.05.080 trash regulations. 
- e. AB 2857 **Discussion/possible action** regarding an Ordinance amending the Sedona City Code Title 1 (General Provisions) by adopting amendments to Chapter 1.15 (Penalties) adding a new Section 1.15.030 related to recording violations against real property. 
- f. AB 2571 **Discussion/possible direction** regarding issues surrounding the COVID-19 pandemic and the City's response. 
- g. **Reports/discussion** regarding Council assignments.
- h. **Discussion** regarding ideas for future meeting/agenda items.

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: 09/08/2022

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 City Council Meeting
Virtual Meeting, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Monday, August 17, 2022, 10:30 a.m.**

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

Mayor Moriarty called the meeting to order at 10:30 a.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. Councilor Lamkin attended via Zoom.

Staff Present: Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Deputy City Clerk Cherise Fullbright, City Clerk JoAnne Cook.

3. Special Business

a. AB 2851 Discussion/possible action regarding a Resolution approving the canvass of the City's Primary Election held on August 2, 2022.

Presentation by JoAnne Cook who read the election results into the record.

Questions and comments from Council.

Motion: Councilor Thompson moved to approve Resolution No. 2022-24, a Resolution of the Mayor and Council of the City of Sedona, Arizona declaring and adopting the results of the Primary Election held on August 2, 2022. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Ploog, Lamkin, Thompson, and Williamson) and zero (0) opposed.

4. Executive Session

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

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

No Executive Session was held.

5. Adjournment

Mayor Moriarty adjourned the meeting at 10:40 a.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 17, 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, August 23, 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 Ploog, Councilor Jon Thompson, and Councilor Jessica Williamson. Councilor. Councilor Lamkin joined the meeting at 4:55 p.m. via Zoom.

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Engineer/Assistant City Manager Andy Dickey, City Attorney Kurt Christianson, Sustainability Manager Alicia Peck, Deputy Police Chief Stephanie Foley, and City Clerk JoAnne Cook.

2. City's Vision

The City's Vision video was played.

3. Consent Items

- a. **Minutes – August 09, 2022 City Council Special Meeting - Executive Session.**
- b. **Minutes - August 09, 2022 City Council Special Meeting.**
- c. **Minutes - August 09, 2022 City Council Regular Meeting.**
- d. **Minutes - August 10, 2022 City Council Special Meeting. - Executive Session.**
- e. **Minutes - August 10, 2022 City Council Special Meeting.**

Motion: Councilor Williamson moved to approve the consent items 3a-3e. Seconded by Councilor Thompson. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Ploog, Thompson, and Williamson) and zero (0) opposed.

4. Appointments – None.

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

Councilor Ploog and Kinsella gave an update on what they learned at the Arizona Governance and Policy Academy's Policy Retreat on August 11-12, 2022 Vice Mayor Jablow congratulated Deputy Chief Stephanie Foley on her promotion to Sedona Police Chief, effective September 2, 2022; also, the Adult Summer Softball League Championship Game is scheduled for Thursday, August 25th at 7:15 p.m. The Adult Co-Ed Volleyball League online registration is open through September 18th; StoryTime in the Park is on Wednesdays at 9:00 a.m. at Sunset Park, visit [Parks & Recreation | City of Sedona \(sedonaaz.gov\)](https://www.sedonaaz.gov/Parks-Recreation) to learn more about pickleball, Yappy Hour, tennis lessons, and other activities. Councilor Thompson encouraged all to attend the Community Plan Kick-Off on Wednesday, September 7th. at the Sedona Performing Arts starting at 5:00 p.m., and the Open House for the Uptown parking garage event scheduled for September 8th, 4:00 p.m.- 8:00 p.m.at the Posse Grounds Hub, located at 525 Posse Grounds Rd.

There will be informative exhibits and other materials on the parking garage and the overall project.

6. Public Forum –

Peggy Chaikin, Sedona, thanked Council and staff for their work on Off Highway Vehicles (OHVs) and low-income housing issues. She said Keep Sedona Beautiful has a video posted online regarding OHVs. Steve Schiebs, Sedona, spoke in favor of the Climate Action Plan and voiced his concern over the need for additional electric vehicle charging stations. He spoke against gas powered transit vehicles.

7. Proclamations, Recognitions & Awards – None.

8. Regular Business

a. AB 2843 Discussion/possible action/reconsideration regarding the Mayor’s participation in the Climate Mayors Network.

Questions and comments from Council.

Motion: Councilor Kinsella moved to reopen the item for discussion. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with six (6) in favor (Moriarty, Jablow, Kinsella, Ploog, Thompson, and Williamson) and zero (0) opposed.

Questions and comments from Council.

Councilor Lamkin joined the meeting at 4:55 p.m. via Zoom.

Opened to the Public at 5:12 p.m.

The following spoke in favor of the Mayor joining the Climate Mayors Network: Will Hirst, Sedona, Karen Strauch, Sedona.

The following spoke against the Mayor joining the Climate Mayors Network: Jim Kapsales, Sedona, urged Council to read a book titled “Unsettled” by Steven E. Koonin, Samaire Armstrong, Sedona, also thanked Council for their decision to have a discussion on the item.

Councilor Thompson stated that he did not intend to say that all scientists agree with Climate Change initiative and effects on global warming.

Brought back to Council at 5:25 p.m.

Motion: Councilor Kinsella moved to reaffirm the previous vote in support of the Mayor joining the Climate Mayors Network. Seconded by Councilor Williamson. Vote: Motion carried with six (6) in favor (Moriarty, Jablow, Kinsella, Lamkin, Thompson, and Williamson) and one (1) Councilor Ploog opposed.

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

No discussion or direction.

c. Reports/discussion regarding Council assignments.

Councilor Ploog and Kinsella attended the Arizona Governance and Policy Academy’s Policy Retreat August 11th-12th.

d. Discussion regarding ideas for future meeting/agenda items.

No discussion.

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.

e. Adjournment

Mayor Moriarty adjourned the meeting at 5:33 p.m. without objection.

Mayor advised no meeting tomorrow.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on August 23, 2022.

JoAnne Cook, CMC, City Clerk

Date

Office of the Mayor
City of Sedona, Arizona



Proclamation
CONSTITUTION WEEK
September 17 through 23, 2022

WHEREAS, September 17, 2022 marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 17 through 23, 2022 to be **CONSTITUTION WEEK** in Sedona, Arizona, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Issued this 13th day of September, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	CAROL LAPORTE
Contact Phone Number	928-554-5862
Contact Mailing Address	90 Coronado Ct. Sedona 86351
Contact Email Address	claporte423@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	The National Society of Daughters of the American Revolution, "Constitution Week".
Website Address (if applicable)	www.oakcreek.arizonadar.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Sandy Moriarty Scott Jalow
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	"CONSTITUTION WEEK" SEPTEMBER 17-23 2022
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	Presentation at Meeting Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	CAROL LA PORTE 928-554-5862 claporte423@gmail.com

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

The "National Society of the Daughters of the American Revolution" (Oak Creek Chapter) wish to address "Proclamation" Constitution Week application with the City of Sedona to recognized "National Constitution Week" (September 1- 23, 2022) Public law 915 quarantees the issuing a Proclamation each year for "National Constitution Week". Each year Constitution Week is recognized by our President of the United States designating (September 17-23, 2022) as "Constitution Week". We are asking our citizens to reaffirm the "ideas" the framers of the Constitution had in 1787. Our chapter provides a avenue of American Flags and a banner is placed at the Pine Cemetery in honor of our veterans on "Memorial Day". We fund and participate in the placement of National "Wreaths Across America" honoring veterans in December. Our chapter provides "American Spirit" magazine to the library in Sedona. Our Oak Creek Chapter voluteers will place American Flags at the entrance of the Sedona Heritage Museum on Veterans Day. The Oak Creek Chapter (DAR) endeavors to provided our services to the community. The chapter has remembered our Veterans on Memorial Day by displaying a exhibit in the Sedona Library.

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

The vision of the "Constitution Proclamation" is fitting and proper to officially recognize this magnificent document and the anniversary of it creations. September 17-23, 2022 marks the two hundred and thirty-five anniversary of the drafting of the Constitution of the United States of America and by the Constitutional Convention. The Oak Creek Chapter (DAR) is a non-profit, non-political, and a volunteer women's service organization dedicated to promoting patriotism, and perserving, American History, and securing ,America's future, for a better education of members of our community. We will display a exhibit in the Sedona library on "Constitution Week" September 16-24, 2022 in hopes more of the community will learn of the Constitution, which has served our country well.

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



**CITY COUNCIL
AGENDA BILL**

**AB 2855
September 13, 2022
Consent Items**

Agenda Item: 3d
Proposed Action & Subject: Approval of award of a Streets Maintenance Job Order Contract extension with Cactus Asphalt, Inc. and J. Banicki Construction, Inc.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	April 27, 2021, July 27, 2021
Exhibits	A. Cactus Unit Prices B. Banicki Unit Prices

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	\$ 1,150,000
City Manager's Recommendation	Approve award of a Streets Maintenance Job Order Contract extension to Cactus Asphalt, Inc. and J. Banicki Construction, Inc.	Amount Budgeted	\$ 1,150,000
		Account No. 11-5320-39-6770 (Description) (HURF Streets Rehab/Preservation)	
		Finance Approval <input checked="" type="checkbox"/>	

SUMMARY STATEMENT

Staff is requesting approval of a Job Order Contract (JOC) extension with Cactus Asphalt, Inc. (Cactus), and J. Banicki Construction, Inc. (Banicki), for street maintenance projects. These projects will primarily include annually programmed pavement preservation and road rehabilitation but may also include general right-of-way maintenance and asset preservation such as crack fill and seal coating on roads that are currently in above average condition.

Background: Cactus and Banicki were selected through a qualifications and unit price proposal process and were awarded the initial JOC on April 27, 2021. The existing JOC is a one-year contract renewable for up to four additional one-year periods. This will be the second of a possible four extensions. This extension will cover FY23. The maximum amount per budget is \$1.15M per year. Work will be divided between the two contractors based on performance and pricing. The option to extend the contract is exercised based on the contractors' successful performance and the needs of the City.

During FY22, Cactus completed the crack sealing of roads in Northern Shadows, Red Rock Heights, Crimson View, and Valley Shadows Unit 2 Subdivisions. As well as completing the seal coating and striping of Jordan Road, Mountain Shadows Drive, Navahopi Road, Sunset

Drive, and the Palisades Subdivision. Additionally performing a slurry seal and striping on Dry Creek Road, and El Camino Road.

During FY22, Banicki completed the removal and replacement of asphalt on Upper Red Rock Loop Rd, Kallof Place and Sombart Lane.

FY23 work is expected to include completing Fractured Agregate Surface Treatment (FAST) areas from FY22 that were delayed, due to extreme temperatures and scheduling conflicts in June. These areas include Crimson View, Northern Shadows, Red Rock Heights, and Valley Shadows Unit II subdivisions. Additionally on the schedule is preperation work, like crack sealing, minor road repairs, and FAST for Coffee Pot, Western Hills Units 1-3, Kinsey Estates Unit 1-2, Manzanit Hills Unit 1-2 and Ansazi subdivisions.

The city has worked with Cactus for the past 7 years as they were awarded a JOC in 2015. Staff has been generally satisfied with their work. Customer service has greatly improved now having a Project Supervisor point of contact that oversees all aspects of work. Due to issues experienced with FY21 work involving FAST applied in cul-de-sac areas, Cactus has developed strategies to improve tackifier oil application at cul-de-sac to reduce overapplication issues.

Banicki has completed multiple successful projects for the city, most recently the paving of Upper Red Rock Loop Rd, Kallof Place and Sombart Lane. Staff was very pleased with their performance on these recent projects. Staff is therefore requesting approval of an extension of the JOC for Cactus and Banicki.

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

A strategy in the Climate Action Plan is to divert waste from the landfill and reduce GHG emissions associated with consumption of goods and services. A part of the pavement program includes milling (grinding) asphalt into reusable gravel like material (millings). The Public Works department takes this material annually, from the paving process, and stores it until it is used on a future project.

Another part of the paving program that includes diverting waste from the landfill is applying FAST. Rather than tearing up the old asphalt surface, a layer of asphalt rubber and rock is applied to the surface of the street to provide a protective layer. This method is much more cost efficient, uses less material, and results in less waste.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

- 1) Re-advertise for JOC contractor selection.
- 2) Advertise the projects through the public bid process and risk awarding to a less qualified contractor. This would also result in losing paving opportunity during the fall season.

MOTION

I move to: approve award of a Streets Maintenance Job Order Contract extension to Cactus Asphalt, Inc. and J. Banicki Construction, Inc.

Cactus Asphalt
City of Sedona Street Maintenance Projects



Item #	Description	Unit	Unit Price
1	Reset Manhole Frame And Lid	EACH	\$623.12
2	Reset Sewer Cleanout	EACH	\$480.70
3	Reset Water Valve Frame And Lid	EACH	\$480.70
4	Aggregate Base Course (0-100 TN)	TON	\$66.77
4a	Aggregate Base Course (100+ TN)	TON	\$37.70
5	Aggregate Base Course (Recondition) (0-300 SY)	SY	\$11.30
5a	Aggregate Base Course (Recondition) (300+ SY)	SY	\$1.51
6	Subgrade Prep (0-300 SY)	SY	\$11.30
6a	Subgrade Prep (300+ SY)	SY	\$1.61
7	Recondition Shoulder (0-300 SY)	SY	\$8.07
7a	Recondition Shoulder (300+ SY)	SY	\$1.51
8	PMM Seal Coat (0-1,000 SY)	SY	\$3.22
8a	PMM Seal Coat (1001-10000 SY)	SY	\$2.03
8b	PMM Seal Coat (10000-50000 SY)	SY	\$1.65
8c	PMM Seal Coat (50000+ SY)	SY	\$1.65
9	Crack Seal Roadway (0-0.5" Wide) (Min 5,000 LF)	LF	\$0.33
9a	Crack Seal Roadway (.5-1" Wide) (Min 5,000 LF)	LF	\$0.42
10	Asphaltic Concrete Pavement Milling (0 IN. To 3 IN.) (0-4000 SY)	SY	\$4.00
10a	Asphaltic Concrete Pavement Milling (0 IN. To 3 IN.) (4000+ SY)	SY	\$3.43
11	Asphaltic Concrete Pavement (0 IN. To 3 IN.)(0-100 TN)	TON	\$172.24
11a	Asphaltic Concrete Pavement (0 IN. To 3 IN.) (100+ TN)	TON	\$124.10
12	Asphaltic Concrete Pavement (> 3 IN.) (0-100 TN)	TON	\$172.24
12a	Asphaltic Concrete Pavement (> 3 IN.) (100+ TN)	TON	\$125.17
13	Asphaltic Concrete (Permanent Patch)	TON	\$230.53
14	Asphaltic Concrete Termination MAG Detail 201 Type "A" (0-100 LF)	LF	\$7.00
14a	Asphaltic Concrete Termination MAG Detail 201 Type "A" (100+ LF)	LF	\$5.92
15	Asphaltic Concrete Termination MAG Detail 201 Type "B" (0-100 LF)	LF	\$7.27
15a	Asphaltic Concrete Termination MAG Detail 201 Type "B" (100+ LF)	LF	\$6.19
16	Asphaltic Concrete Driveway MAG Detail 205	TON	\$192.85
17	Asphaltic Concrete Edge Repair (0-100 TN)	TON	\$268.21
17a	Asphaltic Concrete Edge Repair (100+ TN)	TON	\$241.29
18	Asphaltic Concrete Removal (2-4")(0-100 SY)	SY	\$28.83
18a	Asphaltic Concrete Removal (2-4")(100+SY)	SY	\$7.31
18b	Asphaltic Concrete Removal(5-6")(0-100 SY)	SY	\$34.75
18c	Asphaltic Concrete Removal(5-6")(100+ SY)	SY	\$10.96
19	Saw Cut Asphaltic Concrete Pavement (2-4")(0-100 LF)	LF	\$4.31
19a	Saw Cut Asphaltic Concrete Pavement(2-4")(100+ LF)	LF	\$1.61
19b	Saw Cut Asphaltic Concrete Pavement(5-6")(0-100 LF)	LF	\$6.46
19c	Saw Cut Asphaltic Concrete Pavement(5-6")(100+ LF)	LF	\$2.15
20	4" Pavement Markings (0-100 LF)	LF	\$2.92
20a	4" Pavement Markings (100+ LF)	LF	\$0.15

21	12" Turn Lane Markings (0-100 LF)	LF	\$3.70
21a	12" Turn Lane Markings (100 + LF)	LF	\$0.43
22	12" Crosswalk Markings (0-100 LF)	LF	\$5.25
22a	12" Crosswalk Markings (100+ LF)	LF	\$2.92
23	Concrete Handicap Ramp (0-3)	EACH	\$4,405.15
23a	Concrete Handicap Ramp (4+)	EACH	\$3,328.65
24	Concrete Sidewalk (4 IN.) New (0-20 SY)	SY	\$181.61
24a	Concrete Sidewalk (4 IN.) New (20-200 SY)	SY	\$67.98
24b	Concrete Sidewalk (4 IN.) New (200 + SY)	SY	\$62.58
25	Concrete Sidewalk (6 IN.) (New W/ Fiber Reinforcement) (0-20 SY)	SY	\$186.30
25a	Concrete Sidewalk (6 IN.) (New W/ Fiber Reinforcement) (20-200 SY)	SY	\$99.91
25b	Concrete Sidewalk (6 IN.) (New W/ Fiber Reinforcement) (200+ SY)	SY	\$94.52
26	Concrete Driveway (6 IN.) (New W/ Fiber Reinforcement)(0-20 SY)	SY	\$191.68
26a	Concrete Driveway (6 IN.) (New W/ Fiber Reinforcement)(20+ SY)	SY	\$109.62
27	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (Replace) (0-20 LF)	LF	\$178.83
27a	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (Replace) (20-200 LF)	LF	\$52.88
27b	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (Replace) (200 + LF)	LF	\$44.23
28	Concrete Curb (MAG Type "B") (Replace) (0-20 LF)	LF	\$189.59
28a	Concrete Curb (MAG Type "B") (Replace) (20-200 LF)	LF	\$52.88
28b	Concrete Curb (MAG Type "B") (Replace) (200 + LF)	LF	\$44.23
29	Concrete Curb & Gutter (MAG Type "C") (Replace) (0-20 LF)	LF	\$168.06
29a	Concrete Curb & Gutter (MAG Type "C") (Replace) (20-200 LF)	LF	\$53.95
29b	Concrete Curb & Gutter (MAG Type "C") (Replace) (200 + LF)	LF	\$44.23
30	Concrete Sidewalk (4 IN.) (Replace) (0-20 SY)	SY	\$208.49
30a	Concrete Sidewalk (4 IN.) (Replace) (0-200 SY)	SY	\$102.41
30b	Concrete Sidewalk (4 IN.) (Replace) (200 + SY)	SY	\$92.72
31	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (New) (0-20 LF)	LF	\$136.84
31a	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (New) (20-200 LF)	LF	\$42.03
31b	Concrete Curb & Gutter (MAG Type "A", 6 IN.) (New) (200 + LF)	LF	\$35.60
32	Concrete Curb (MAG Type "B") (New) (0-20 LF)	LF	\$137.92
32a	Concrete Curb (MAG Type "B") (New)(20-200 LF)	LF	\$42.07
32b	Concrete Curb (MAG Type "B") (New)(200+ LF)	LF	\$36.75
33	Concrete Curb & Gutter (MAG Type "C") (New)(0-20 LF)	LF	\$139.00
33a	Concrete Curb & Gutter (MAG Type "C") (New)(20-200 LF)	LF	\$42.11
33b	Concrete Curb & Gutter (MAG Type "C") (New)(200 + LF)	LF	\$35.60
34	Sedona Red Concrete Color	CY	\$85.29
35	Tree Removal 12 IN. To 24. IN Dia	EACH	\$1,076.50
36	Street Sweeping (Power Broom)	HR	\$135.00
37	Sidewalk Sweeping (Manual)	HR	\$86.12
38	Sidewalk Sweeping (Power Broom)	HR	\$107.65
39	One (1) Sack ABC Slurry(0-10 CY)	CY	\$271.11
39a	One (1) Sack ABC Slurry (10+ CY)	CY	\$174.22
40	Core Sampling	EACH	\$250.00
41	Storm Water Pollution Prevention (Percentage Of Overall Work Order) - 2%	LS	\$0.00
42	Mobilization (Percentage Of Overall Work Order) - 10%	LS	\$0.00
43	Quality Control & Testing (Percentage Of Overall Work Order) - 3%	LS	\$0.00
44	Construction Staking	HR	\$225.00

45	Utility Potholing	HR	\$375.00
46	Tack Coat (0-300 SY)	SY	\$1.57
46a	Tach Coat (300 + SY)	SY	\$0.52
47	Asphaltic Concrete Pulverizing (2-4")(0-1000 SY)	SY	\$5.34
47a	Asphaltic Concrete Pulverizing (2-4")(1000+ SY)	SY	\$3.27
47b	Asphaltic Concrete Pulverizing (5-6")(0-1000 SY)	SY	\$5.84
47c	Asphaltic Concrete Pulverizing (5-6")(1000+ SY)	SY	\$3.77
48	Dual Layer Weed Barrier	SY	\$10.77
49	Liquid Road Seal Coat (0-1000 SY)	SY	\$5.33
49a	Liquid Road Seal Coat (1000-10000 SY)	SY	\$3.62
49b	Liquid Road Seal Coat (10000-50000 SY)	SY	\$3.10
49c	Liquid Road Seal Coat (50000+SY)	SY	\$2.96
50	Fractured Aggregate Surface Treatment (F.A.S.T.) - 0-1000 SY	SY	\$25.83
50a	Fractured Aggregate Surface Treatment (F.A.S.T.) - 1000-10000 SY	SY	\$6.64
50b	Fractured Aggregate Surface Treatment (F.A.S.T.) - 10000-50000 SY	SY	\$5.71
50c	Fractured Aggregate Surface Treatment (F.A.S.T.) - 50000+ SY	SY	\$5.56

J. Banicki Construction
City of Sedona Street Maintenance Projects



Item No.	Description	Unit	Unit Price
1	RESET MANHOLE FRAME AND LID	EA	\$ 950.00
2	RESET SEWER CLEANOUT	EA	\$ 825.00
3	RESET WATER VALVE FRAME AND LID	EA	\$ 825.00
4	AGGREGATE BASE COURSE (0-100 TON)	TON	\$ 75.00
4A	AGGREGATE BASE COURSE {100+ TON}	TON	\$ 58.00
5	AGGREGATE BASE COURSE (RECONDITION) {0-300 SY}	S.Y.	\$ 21.00
SA	AGGREGATE BASE COURSE (RECONDITION) {300+ SY}	S.Y.	\$ 8.05
6	SUBGRADE PREP (0-300 SY)	S.Y.	\$ 17.25
6A	SUBGRADE PREP {300+ SY}	S.Y.	\$ 7.75
7	RECONDITION SHOULDER {0-300 SY}	S.Y.	\$ 17.00
7A	RECONDITION SHOULDER {300+ SY}	S.Y.	\$ 7.75
8	PMM SEAL COAT {0-1,000 SY}	S.Y.	\$ 10.00
8A	PMM SEAL COAT {1,000-10,000 SY}	S.Y.	\$ 7.00
88	PMM SEAL COAT (10,000-50,000 SY)	S.Y.	\$ 6.00
8C	PMM SEAL COAT {50,000+ SY}	S.Y.	\$ 5.50
9	CRACK SEAL ROADWAY {0-0.5" wide crack, minimum 5000 LF}	L.F.	\$ 12.50
9A	CRACK SEAL ROADWAY {0.5-1" wide crack, minimum 5000 LF}	L.F.	\$ 15.00
10	ASPHALTIC CONCRETE PAVEMENT MILLING (0 IN. TO 3 IN.) {0-4000 SY}	S.Y.	\$ 7.50
10A	ASPHALTIC CONCRETE PAVEMENT MILLING {0 IN. TO 3 IN.} {4000+ SY}	S.Y.	\$ 6.00
11	ASPHALTIC CONCRETE PAVEMENT {0 IN. TO 3 IN.} {0-100 TON}	TON	\$ 226.00
11A	ASPHALTIC CONCRETE PAVEMENT (0 IN. TO 3 IN.) {100+ TON}	TON	\$ 164.00
12	ASPHALTIC CONCRETE PAVEMENT { > 3 IN.} {0-100 TON}	TON	\$ 215.00
12A	ASPHALTIC CONCRETE PAVEMENT { > 3 IN.} {100+ TON}	TON	\$ 163.00
13	ASPHALTIC CONCRETE {PERMANENT PATCH}	TON	\$ 1,450.00
14	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "A" {0-100 LF}	L.F.	\$ 7.50
14A	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "A" {100+ LF}	L.F.	\$ 2.55
15	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "8" {0-100 LF}	L.F.	\$ 7.50
15A	ASPHALTIC CONCRETE TERMINATION MAG DETAIL 201 TYPE "B" {100+ LF}	L.F.	\$ 2.55
16	ASPHALTIC CONCRETE DRIVEWAY MAG DETAIL 205	TON	\$ 1,100.00
17	ASPHALTIC CONCRETE EDGE REPAIR (0-100 TON)	TON	\$ 412.50
17A	ASPHALTIC CONCRETE EDGE REPAIR {100+ TON}	TON	\$ 255.00
18	ASPHALTIC CONCRETE REMOVAL {2-4"} {0-100 SY}	S.Y.	\$ 19.00
18A	ASPHALTIC CONCRETE REMOVAL {2-4"} {100+ SY}	S.Y.	\$ 17.25
188	ASPHALTIC CONCRETE REMOVAL (5-6") {0-100 SY}	S.Y.	\$ 19.00
18C	ASPHALTIC CONCRETE REMOVAL {5-6"} {100+ SY}	S.Y.	\$ 18.60
19	SAW CUT ASPHALTIC CONCRETE PAVEMENT {2-4" depth} {0-100 LF}	L.F.	\$ 7.00
19A	SAW CUT ASPHALTIC CONCRETE PAVEMENT {2-4" depth} {100+ LF}	L.F.	\$ 4.60
198	SAW CUT ASPHALTIC CONCRETE PAVEMENT (5-6" depth) (0-100 LF)	L.F.	\$ 9.10
19C	SAW CUT ASPHALTIC CONCRETE PAVEMENT (5-6" depth) {100+ LF}	L.F.	\$ 6.25
20	4" PAVEMENT MARKINGS {0-100 LF}	L.F.	\$ 18.00
20A	4" PAVEMENT MARKINGS (100+ LF)	L.F.	\$ 2.75

21	12" TURN LANE MARKINGS (0-100 LF)	L.F.	\$ 16.20
21A	12" TURN LANE MARKINGS (100+ LF)	L.F.	\$ 3.00
22	12" CROSSWALK MARKINGS (0-100 LF)	L.F.	\$ 19.10
22A	12" CROSSWALK MARKINGS (100+ LF)	L.F.	\$ 6.60
23	CONCRETE HANDICAP RAMP (0-3 EA)	EA	\$ 8,720.00
23A	CONCRETE HANDICAP RAMP (4+ EA)	EA	\$ 8,500.00
24	CONCRETE SIDEWALK (4 IN.) NEW (0-20 SY)	S.Y.	\$ 200.00
24A	CONCRETE SIDEWALK (4 IN.) NEW (20-200 SY)	S.Y.	\$ 185.00
24B	CONCRETE SIDEWALK (4 IN.) NEW (200+ SY)	S.Y.	\$ 145.00
25	CONCRETE SIDEWALK (6 IN.) (NEW W/ FIBER REINFORCEMENT) (0-20 SY)	S.Y.	\$ 230.00
25A	CONCRETE SIDEWALK (6 IN.) (NEW W/ FIBER REINFORCEMENT) (20-200 SY)	S.Y.	\$ 195.00
258	CONCRETE SIDEWALK (6 IN.) (NEW W/ FIBER REINFORCEMENT) (200+ SY)	S.Y.	\$ 172.00
26	CONCRETE DRIVEWAY (6 IN.) (NEW W/ FIBER REINFORCEMENT) (0-20 SY)	S.Y.	\$ 240.00
26A	CONCRETE DRIVEWAY (6 IN.) (NEW W/ FIBER REINFORCEMENT) (20+ SY)	S.Y.	\$ 210.00
27	CONCRETE CURB & GUTTER (MAG TYPE" A", 6 IN.) (REPLACE) (0-20 LF)	L.F.	\$ 100.00
27A	CONCRETE CURB & GUTTER (MAG TYPE" A", 6 IN.) (REPLACE) (20-200 LF)	L.F.	\$ 68.50
27B	CONCRETE CURB & GUTTER (MAG TYPE" A", 6 IN.) (REPLACE) (200+ LF)	L.F.	\$ 56.75
28	CONCRETE CURB (MAG TYPE "8", (REPLACE) (0-20 LF)	L.F.	\$ 91.00
28A	CONCRETE CURB (MAG TYPE "B") (REPLACE) (20-200 LF)	L.F.	\$ 68.00
288	CONCRETE CURB (MAG TYPE "B") (REPLACE) (200+ LF)	L.F.	\$ 56.00
29	CONCRETE CURB & GUTTER (MAG TYPE "C") (REPLACE) (0-20 LF)	L.F.	\$ 107.00
29A	CONCRETE CURB & GUTTER (MAG TYPE "C") (REPLACE) (20-200 LF)	L.F.	\$ 68.00
29B	CONCRETE CURB & GUTTER (MAG TYPE "C") (REPLACE) (200+ LF)	L.F.	\$ 56.00
30	CONCRETE SIDEWALK (4 IN.) (REPLACE) (0-20 SY)	S.Y.	\$ 270.00
30A	CONCRETE SIDEWALK (4 IN.) (REPLACE) (20-200 SY)	S.Y.	\$ 245.00
30B	CONCRETE SIDEWALK (4 IN.) (REPLACE) (200+ SY)	S.Y.	\$ 230.00
31	CONCRETE CURB & GUTTER (MAG TYPE" A", 6 IN.) (NEW) (0-20 LF)	L.F.	\$ 85.00
31A	CONCRETE CURB & GUTTER (MAG TYPE" A", 6 IN.) (NEW) (20-200 LF)	L.F.	\$ 59.00
318	CONCRETE CURB & GUTTER (MAG TYPE" A", 6 IN.) (NEW) (200+ LF)	L.F.	\$ 49.00
32	CONCRETE CURB (MAG TYPE "8", (NEW) (0-20 LF)	L.F.	\$ 85.00
32A	CONCRETE CURB (MAG TYPE "8", (NEW) (20-200 LF)	L.F.	\$ 59.00
32B	CONCRETE CURB (MAG TYPE "B") (NEW) (200+ LF)	L.F.	\$ 49.00
33	CONCRETE CURB & GUTTER (MAG TYPE "C") (NEW) (0-20 LF)	L.F.	\$ 85.00
33A	CONCRETE CURB & GUTTER (MAG TYPE "C") (NEW) (20-200 LF)	L.F.	\$ 59.00
338	CONCRETE CURB & GUTTER (MAG TYPE "C") (NEW) (200+ LF)	L.F.	\$ 49.00
34	SEDONA RED CONCRETE COLOR	C.Y.	\$ 95.00
35	TREE REMOVAL 12 IN. TO 24 IN. Dia	EA	\$ 1,750.00
36	STREET SWEEPING (Power broom)	HR	\$ 165.00
37	SIDEWALK SWEEPING (Manual)	CR. HR	\$ 55.00
38	SIDEWALK SWEEPING (Power broom)	CR.HR	\$ 165.00
39	ONE (1) SACK ABC SLURRY (0-10 CY)	C.Y.	\$ 285.00
39A	ONE (1) SACK ABC SLURRY (10+ CY)	C.Y.	\$ 195.00
40	CORE SAMPLING	EA	\$ 140.00



41	STORM WATER POLLUTION PREVENTION (percentage of overall work order)	%	2%
42	MOBILIZATION (percentage of overall work order)	%	10%
43	QUALITY CONTROL & TESTING (percentage of overall work order)	%	2.5%
44	CONSTRUCTION STAKING	HR	\$ 230.00
45	UTILITY POTHOLING	HR	\$ 410.00
46	TACK COAT (0-300 SY)	S.Y.	\$ 11.75
46A	TACK COAT (300+ SY)	S.Y.	\$ 3.65
47	ASPHALTIC CONCRETE PULVERIZING (2-4") (0-1000 SY)	S.Y.	\$ 11.50
47A	ASPHALTIC CONCRETE PULVERIZING (2-4") (1000+ SY)	S.Y.	\$ 5.25
47B	ASPHALTIC CONCRETE PULVERIZING (S-6") (0-1000 SY)	S.Y.	\$ 12.55
47C	ASPHALTIC CONCRETE PULVERIZING (5-6") (1000+ SY)	S.Y.	\$ 5.50
48	DUAL LAYER WEED BARRIER	S.Y.	\$ 18.00
49	LIQUID ROAD SEAL COAT (0-1,000 SY)	S.Y.	\$ 9.25
49A	LIQUID ROAD SEAL COAT (1,000-10,000 SY)	S.Y.	\$ 8.00
49B	LIQUID ROAD SEAL COAT (10,000-50,000 SY)	S.Y.	\$ 7.50
49C	LIQUID ROAD SEAL COAT (50,000+ SY)	S.Y.	\$ 5.75
S0	FRACTURED AGGREGATE SURFACE TREATMENT (FAST) (0-1,000 SY)	S.Y.	\$ 300.00
S0A	FRACTURED AGGREGATE SURFACE TREATMENT (FAST) (1,000-10,000 SY)	S.Y.	\$ 54.00
SOB	FRACTURED AGGREGATE SURFACE TREATMENT (FAST) (10,000-50,000 SY)	S.Y.	\$ 11.00
SOC	FRACTURED AGGREGATE SURFACE TREATMENT (FAST) (50,000+ SY)	S.Y.	\$ 10.00



**CITY COUNCIL
AGENDA BILL**

**AB 2862
September 13, 2022
Consent items**

Agenda Item: 3e

Proposed Action & Subject: Approval of the updated FTA Title VI Implementation Plan, which is required to receive 5311 FTA funds from ADOT for the FFY2022 – FFY2023-funding cycle.

Department	City Manager’s Office
Time to Present	N/A
Total Time for Item	
Other Council Meetings	June 26, 2018, April 10, 2019, October 23, 2019, March 11, 2020, July 14, 2020, Sept 8, 2020
Exhibits	A. City of Sedona 2022 FTA Title VI Implementation Plan

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	\$ 141,700 – Local Match
			\$ 258,800 – Federal portion
City Manager’s Recommendation	Approve and accept the updated FTA Title VI Implementation Plan required to receive FTA 5311 funds through ADOT for the FFY2022 – FFY 2023 funding cycle	Amount Budgeted	\$ 147,600 (Admin)
			\$ 616,310 (Microtransit operating)
		Account No. (Description)	52-5610-01-xxxx (Transit Administration)
			52-5620-93-6482 (Microtransit Operating)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City of Sedona has been a recipient of Federal Transit Administration (FTA) 5311 Formula Grant funds for rural areas since October 1, 2020. At that time the city was awarded \$132,800 of FTA funds to be used over the following two federal fiscal years (FFY 20 – FFY21) to fund a portion of the salary and benefits of the city’s new Transit Administrator position and to pay for limited supplemental consulting services for transit implementation activities (e.g., route service planning, website development, etc.). September 30, 2022 will mark the end of that 5311- two-year funding cycle at which time most of those funds will have been expended.

In February of this year, staff applied for a second round of 5311 funding for assistance with transit administrative costs and microtransit demand response operating expenses. On May 9, 2022, the city received a preliminary FTA 5311 award from ADOT, providing a federal share of \$258,800 over the next two federal fiscal years (FFY 2022 – FFY 2023). As with the previous grant award, drawing upon these new funds shall require a 20% local match which is to be provided by the city using its local funds.

The table below represents the year-one award for the new grant funding cycle:

City of Sedona

Project Title	Match Ratio	Federal Award	Local Match	Total Award
Operating	58%	\$81,200.00	\$58,800.00	\$140,000.00
Admin	80%	\$48,200.00	\$12,050.00	\$60,250.00
Total		\$129,400.0	\$70,850.00	\$200,250.00

Year One 5311 2022-2023 Grant Award

The award will include a federal share of \$81,200 towards the operating expense for the city’s planned microtransit service, and \$48,200 towards administration costs for each year of the two-year funding cycle. The City is required to provide a 20% local match for the administration costs and 42% local match for the operating expense estimated at a total of \$141,700 over the next two federal fiscal years.

Title VI Requirements:

As a condition of accepting the FFY 2022-FFY 2023 5311 award, the city must obtain City Council approval for the attached FTA Title VI Implementation Plan. The plan must be updated and approved by council prior to the beginning of each new 5311-grant cycle. On September 8, 2020, council approved the last version of this plan, which has now been updated in advance of the new 5311 grant funding cycle.

This plan has been reviewed and approved by ADOT’s Office of Civil Rights. and only requires council to approve and accept the plan to allow access to the aforementioned grant funds, which shall become available on October 1, 2022. The city’s Title VI implementation plan shall be periodically updated and returned to council for subsequent approval(s) as required.

Recommendation:

Approve and accept the updated FTA Title VI Implementation Plan, which is required to receive 5311 FTA funds from ADOT for the FFY2022 – FFY2023- funding cycle.

Fiscal Impact:

Failure to approve and accept the updated FTA Title VI Implementation Plan shall result in the loss of federal FTA 5311 funding in the amount of \$258,800.

The city shall be required to provide a local match estimated at \$141,700 over the next two federal fiscal years (FFY 2022 – FFY 2023) in order to access the previously discussed grant funds.

Community Plan Consistent: Yes - No - Not Applicable

One of the six desired outcomes of the Community Plan is the reduction of vehicular traffic. The plan contemplates the development of a comprehensive public transit system that offers residents and visitors an alternative to driving.

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

The city's Climate Action Plan (CAP) sites the second largest source of CO₂ emissions in Sedona is from the use of fossil fuels in vehicles and other motorized equipment. A mode shift to public transit reduces the number of passenger vehicle miles traveled, which results in the displacement of CO₂ emissions. One of the specific CAP strategies is to improve and increase transit ridership. Related strategies include a sustained commitment for a transition to electric and other low-carbon fuels and a shift to alternative modes of transportation such as ride sharing, public transit, biking, and walking.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve and accept the updated FTA Title VI Implementation Plan required to receive FTA 5311 funds through ADOT for the FFY2022 – FFY 2023 funding cycle.

Title VI Implementation Plan

Rural Public Transit Program FFY2022 Funding Cycle

The City of Sedona 2022



Title VI Contact: Brenda Tammarine, Human Resources Manager

Title VI Contact Phone: (928) 203-5189,

Title VI Contact Email: humanresources@sedonaaz.gov

Address: 102 Roadrunner Drive, Sedona, AZ 86336

Web Address: www.sedonashuttle.com

Para Información en Español: Victor Estrada, Right-of-Way Supervisor, (928) 204-7800.

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Executive Summary

The City of Sedona (“City”) is a municipality in Arizona that was incorporated in 1988, has a current population of approximately 9,800, and has over 3.4 million visitors annually. 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.

The City does not currently have a transit system in place, however is planning to deploy a new demand response system in late 2022 or early 2023. The 5311 funds shall be used for administrative and planning purposes and for the implementation and operation of the future demand response system.

Given there is not currently an operating transit system in Sedona, this Title VI implementation plan represents certification by the City that the policies and procedures listed in this plan will be fully developed and implemented as part of the planning and administrative processes as new public transit services are deployed. The City acknowledges that audits and inspections by the ADOT Civil Rights Office (CRO) will be conducted to verify the City’s compliance with the Title VI Plan that will be fully developed during implementation.

The demand response system is only the first phase of the City’s planned transit system. The [Sedona Area Transit-Implementation Plan](#) was published in January of 2020 and contemplates the development of three core fixed-route bus lines serving the City of Sedona and the Village of Oak Creek (Unincorporated Yavapai County) as well as trailhead shuttles. The three core routes will converge at a transit or mobility hub for transfers and connect with the existing Verde Shuttle and Cottonwood Area Transit (CAT) systems.

Additionally, the Verde Valley Caregivers, a local nonprofit providing transportation services to the elderly and disabled communities, has been involved in the planning process to identify opportunities for synergy with their services and the future ADA paratransit component of Sedona’s evolving transit system.

Further, local employers through coordination with the Sedona Chamber of Commerce, the Lodging Council, and other business sectors have also been involved in the planning stages and have expressed an interest in supporting the transit system financially and otherwise in the interest of improving their employee’s transportation options. Given the high cost of housing in Sedona the majority of the local workforce live elsewhere and need to commute from outside the City.

Throughout the implementation process, the City will collaborate with other organizations to support their transportation needs, including transportation for the elderly, disabled, and disadvantaged communities.

What type of program fund(s) did you apply for?

- 5310
- 5311
- Other (please explain) _____

Type of Funding Requests? (Check all that apply)

- Vehicle Funds
- Operating Funds
- Other (please explain) Administrative and Planning Funds

Is your agency receiving direct funds from FTA?

- If yes, please attach a copy of your FTA letter of approval of Title VI Plan.
- No

Non-Discrimination Notice to the Public

Notifying the Public of Rights Under Title VI and ADA The City of Sedona

The City of Sedona operates its programs and services without regard to race, color, national origin, or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Sedona.

For more information on the City of Sedona’s civil rights program, and the procedures to file a complaint, contact Brenda Tammarine, (928) 203-5189, email humanresources@sedonaaz.gov or visit our administrative office at 102 Roadrunner Drive, Sedona, AZ 86336. For more information, visit www.sedonashuttle.com.

Complaints may be filed directly with the Arizona Department of Transportation (ADOT) Civil Rights Office. ATTN: Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 or with the Federal Transit Administration (FTA). ATTN: Title VI Program Coordinator, 1200 New Jersey Ave., SE Washington DC 20590.

If information is needed in another language, contact (928) 203-5189. *Para información en Español llame: Victor Estrada, Right-of-Way Supervisor, (928) 204-7800.

Non-Discrimination Notice to the Public - Spanish

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA The City of Sedona

The City of Sedona (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán proveídos sin consideración a su raza, color, país de origen, o discapacidad.

Para obtener más información sobre el programa de Derechos Civiles de City of Sedona, y los procedimientos para presentar una queja, contacte Brenda Tammarine, Human Resources Manager (928) 203-5189, (TTY N/A); o visite nuestra oficina administrativa en 102 Roadrunner Drive, Sedona, AZ 86336. Para obtener más información, visite www.sedonashuttle.com

Una queja puede ser presentada con la oficina de Derechos Civiles del Departamento de Transporte de Arizona (ADOT). Atención: Title VI Program Manager, 206 S. 17th Ave MD 155A Phoenix AZ, 85007 o con la Administración Federal de Transporte (FTA). Atención: Title VI Coordinator, 1200 New Jersey Ave., SE Washington DC 20590

The City does not operate a transit system, however is planning to deploy a new demand response system in late 2022 or early 2023. Therefore, this Title VI Implementation Plan will be fully developed concurrently during the planning, administrative, and implementation phase proposed in the 5311 application.

Once completed and approved, the above notices will be posted at the following locations: online on the City's transit website, in the public areas of the agency's/transit provider's offices, at stations and stops, and on transit vehicles when the system is operational.

Non-Discrimination ADA/Title VI Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) as they relate to any program or activity that is administered by the City of Sedona including consultants, contractors and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

- (1) Any person who believes he and/or she has been discriminated against on the basis of race, color, national origin, or disability may file a discrimination complaint by completing and submitting the agency's Title VI Complaint Form.
- (2) Formal complaints must be filed within 180 calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct.
- (3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address, and phone number. The ADA/Title VI contact person will assist the complainant with documenting the issues if necessary.
- (4) Allegations received by email will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. The complainant is required to mail a signed original copy or email transmittal for the complaint to be processed.
- (5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.
- (6) Once submitted, the City will review the complaint form to determine jurisdiction. All complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the City or submitted to the state or federal authority for guidance.
- (7) The City will notify the ADOT Civil Rights Office of all discrimination complaints within 72 hours via telephone at 602-712-8946 or email at civilrightsoffice@azdot.gov.
- (8) The City has 30 business days to investigate the complaint. If more information is needed to resolve the case, the authority may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional

information within 30 business days, the authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

- (9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.
- (10) A copy of either the closure letter or LOF must also be submitted to ADOT within 72 hours of that decision. Letters may be submitted by hardcopy or email.
- (11) A complainant dissatisfied with the City's decision may file a complaint with the Arizona Department of Transportation (ADOT) or the Federal Transit Administration (FTA) offices of Civil Rights: ADOT: ATTN ADA/Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 FTA: Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC, 20590.
- (12) A copy of these procedures will be posted online at: www.sedonashuttle.com.

If information is needed in another language, contact (928) 203-5189. *Para información en Español llame: Victor Estrada, Right-of-Way Supervisor, (928) 204-7800.

Discrimination ADA/Title VI Complaint Form

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
Are you filing this complaint on your own behalf?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
<i>*If you answered "yes" to this question, go to Section III.</i>		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Section III:		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
<input type="checkbox"/> Disability		
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

Section VI:		
Have you previously filed a Discrimination Complaint with this agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes, please provide any reference information regarding your previous complaint.

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court: _____ State Agency: _____

State Court: _____ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section VI:

Name of agency complaint is against: _____

Name of person complaint is against: _____

Title: _____

Location: _____

Telephone number: _____

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are required below:

Signature

Date

Please submit this form in person at the address below, email, or mail this form to:

The City of Sedona
Brenda Tammarine, Human Resources Manager
102 Roadrunner Drive, Sedona, AZ 86336
(928) 203-5189,
humanresources@sedonaaz.gov

A copy of this form will be posted online at www.sedonashuttle.com.

Discrimination ADA/Title VI Investigations, Complaints, and Lawsuits

This form will be submitted annually. If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

The City of Sedona has not had any ADA nor Title VI Discrimination complaints, investigations, or lawsuits in 2021.

Complainant	Date (Month, Day, Year)	Basis of Complaint (Race, Color, National Origin or Disability)	Summary of Allegation	Status	Action(s) Taken	Final Findings?
Investigations						
1)						
2)						
Lawsuits						
1)						
2)						
Complaints						
1)						
2)						

Public Participation Plan

The City of Sedona does not operate a transit system, however, is planning to deploy a new demand response system in late 2022 or early 2023. Therefore, this Title VI Implementation Plan will be fully developed concurrently during the planning, administrative, and implementation phase proposed in the 5311 application. Once completed, the City will execute the Public Participation Plan described in this section.

The City's commitment to public participation is demonstrated in the process undertaken for the development of the City's transit implementation plan. Broad and rigorous community input was sought through a variety of methods. A survey questionnaire and focus groups were used to obtain feedback from residents and employers. Visitor intercept interviews were conducted, and three community meetings were held.

The City will continue to engage the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process through public meetings or surveys.

As a recipient of federal financial assistance, the City intends to evaluate and include the community outreach efforts and activities below that are deemed most impactful for our community to engage minority and Limited English Proficient populations during the Title VI Implementation Plan process.

- Creation and distribution of agency brochures
- Creation and placement of public announcements through newspapers, fliers, or radio
- Post the Nondiscrimination Public Notices to the following locations:
 - Within transportation vehicles
 - Pick up and drop off stations
 - Lobby of agency
- Partner with other local agencies to advertise services provided
- Establish and maintain a Transit Advisory Committee with representation across multiple key sectors within the City's transit jurisdiction, to include, disadvantaged and minority communities
- Host public information meetings and or hearings
- Add public interactive content to the agency's webpage for the public (social media, to communicate schedule changes or activities)
- Update agency documents/publications to make them more user-friendly (comment forms or agency brochures)

Example #1: Below is the public notice posted regarding the City's intent to apply for FTA Rural Public Transportation Program funds, authorized under 49 U.S.C. Section 5311, for administration, planning, and implementation of a new demand response public transit service in Sedona. This notice was posted on the front page of the City's website and in the lobby of the City Clerk's Office for over two (2) weeks. Additionally, the notice was published in the Red Rock Newspaper on 1/26/22, 1/28/22, 2/2/22, 2/4/22, and 2/9/22. The date of the public meeting was five days after the final notice was published.

Federal Transit Authority (FTA) Formula Grants for Rural Area Program (Section 5311)

1st Public Notice

Public notice is hereby made that the City of Sedona is applying for FTA Rural Public Transportation Program funds, authorized under 49 U.S.C. Section 5311, for Administration and Planning for a new transit system in Sedona.

The funds will be used towards planning and implementation activities for the future implementation of public transit services, and for a portion of the operating expense of the City's planned micro-transit demand response service. The project is expected to be financed by FTA Section 5311 Rural Program public transportation funds, with additional matching funds to be provided by the City of Sedona. The total federal share for operating and planning funds over two years is expected not to exceed \$570,000.

The City of Sedona will ensure that the level and quality of any future transportation services will be provided without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964 and with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Comments on the proposed project are invited from the general public, private bus and taxi companies, other public transportation providers and human service agencies. A public meeting will be held on February 14, 2020, at 2:30 pm via ZOOM (Login instructions below) Interested parties may also comment on the project or obtain more details about the project by writing to:

Robert Weber, Transit Administrator
City of Sedona
102 Roadrunner Drive, Sedona, AZ 86336
(928) 203-5086
rweber@sedonaaz.gov

Human service agencies that receive assistance from other federal agencies for non-emergency transportation services are encouraged to participate and coordinate in the planning, design, and delivery of transportation services.

Public Meeting ZOOM Login Instructions

Topic: 5311 Grant Application Public Meeting
Time: Feb 17, 2022 02:30 PM Arizona

Join Zoom Meeting
<https://us02web.zoom.us/j/3072160849>

Meeting ID: 307 216 0849
One tap mobile
+16699006833,,3072160849# US (San Jose)
+12532158782,,3072160849# US (Tacoma)

Dial by your location
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)

Meeting ID: 307 216 0849
Find your local number: <https://us02web.zoom.us/j/3072160849>

Example #2: This notice was originally published on the City’s transit website on June 1, 2022.

<https://sedonashuttle.com/2022/06/01/city-accepting-applications-for-the-sedona-transit-advisory-committee/>

City accepting applications for the Sedona Transit Advisory Committee

Posted on [June 1, 2022](#)

The city of Sedona is accepting applications from individuals from key sectors within the community, (e.g., disabled, elderly, social service, Veterans, education, healthcare, youth, business, and regular citizens of the community) to serve on the newly formed Transit Advisory Committee (TAC).

The TAC shall serve in an advisory capacity to the CITY Manager or his or her designee on matters relating to all activities of the CITY’s new Public Transportation system to include:

- Provide a mechanism for communicating concerns, advice, and recommendations between those who rely on the CITY for their fixed bus route and ADA Paratransit needs, and the CITY staff.
- Advise CITY Staff, on recommended actions to improve the quality of the CITY’s public transportation system, to include, but not limited to, policies, dispatch, routing, span of service, scheduling, and field operations.
- To participate annually in the identification of community transit needs by establishing a list of short-term and long-term projects which may include expanding or reducing existing services.

To apply, go to <https://sedonashuttle.com/transit-advisory-committee/> to download the application and to review the TAC bylaws.

The deadline to apply is Friday June 17, 2022, as we hope to hold the first TAC meeting in July.

For more information, contact City of Sedona Transit Administrator at (928) 203-5086 or rweber@sedonaaz.gov

Posted in [Latest News](#)

[Summer Service Change Coming Thur, June 9](#)

[Back to Latest News](#)

Limited English Proficiency Plan

The City does not operate a transit system, however, is planning to deploy a new demand response system in late 2022 or early 2023. Therefore, this Title VI Implementation Plan will be fully developed concurrently during the planning, administrative, and implementation phase proposed in the 5311 application. Once completed, the City will execute the Limited English Proficiency Plan described in this section.

The City will develop a Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to the City’s services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan will detail procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future plan updates. In developing the plan while determining the City’s extent of obligation to provide LEP services, the City will undertake a U.S. Department of Transportation four-factor LEP analysis which will consider the following:

- 1) The number or proportion of LEP persons eligible in the City’s service area who may be served or likely to encounter by the City’s programs, activities, or services;

American Community Survey
C16001 | LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER
 2020: ACS 5-Year Estimates Detailed Tables | Universe: Population 5 years and over

Notes | **Geos** | Years | Topics | Surveys | Codes | Hide | Transpose | Margin of Error | Restore | Excel | CSV | ZIP | Print | Map

Sedona city, Arizona	
Label	Estimate
▼ Total:	10,295
Speak only English	8,898
▼ Spanish:	913
Speak English "very well"	328
Speak English less than "very well"	585
▼ French, Haitian, or Cajun:	121
Speak English "very well"	109
Speak English less than "very well"	12
▼ German or other West Germanic languages:	84
Speak English "very well"	76
Speak English less than "very well"	8
▼ Russian, Polish, or other Slavic languages:	10
Speak English "very well"	10
Speak English less than "very well"	0
▼ Other Indo-European languages:	144
Speak English "very well"	99
Speak English less than "very well"	45
▼ Korean:	0
Speak English "very well"	0
Speak English less than "very well"	0
▼ Chinese (incl. Mandarin, Cantonese):	13
Speak English "very well"	12
Speak English less than "very well"	1
▼ Vietnamese:	0

Source: U.S. Census Bureau, Vintage year 2020 - 2021

- 2) The frequency with which LEP individuals come in contact with the City's services;

The City's staff will estimate the frequency with which office staff, dispatchers and drivers will have, or could have, contact with LEP persons once the transit system is implemented.

- 3) The nature and importance of the program, activities or services provided by the City to the LEP population.

As an agency that will provide public transportation for Sedona, the City will participate in public community outreach and strive to meet the needs of its client base to make sure that all segments of the population, including LEP persons, have the opportunity to be provided public transit.

The City will have an organized advisory council that will offer suggestions and/or observations about transit service.

Transit-related information will be available in Spanish and posted on all buses. This information will include fares, policies, schedules, and courtesy rules.

Denial or delay of access to services or information provided by the City would not have life-threatening implications for a LEP individual. It is also believed that denial or delay of access to services or information provided by the City of Sedona would not have serious implications on an LEP individual, in comparison to services such as health, emergency transportation, water, sewer, fire protection, police protection and other emergency services provided by other local governments or organizations.

- 4) The resources available to the City and overall costs to provide LEP assistance. These resources are at no additional cost to the City.

The City has four Spanish speaking full-time employees who can be called upon to provide LEP assistance as needed. Additionally, the City will engage [LanguageLine™](#) should LEP assistance be required for languages other than Spanish.

The City will provide a statement in Spanish and for additional languages specific to the LEP community make up that will be included in all public outreach notices. Every effort will be made to provide vital information to LEP individuals in the language requested.

Safe Harbor Provision for written translations

The City will comply with the Safe Harbor Provision. With respect to Title VI information, the following will be made available in Spanish upon approval CRO approval:

- (1) Non-Discrimination Notice
- (2) Discrimination Complaint Procedures
- (3) Discrimination Complaint Form

In addition, we intend to plan our marketing efforts (including using translated materials) in a manner that reaches each LEP group. Vital documents will include the following:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings

1) The City provides language assistance services through the below methods:

- Staff is provided a list of what written and oral language assistance products and methods the agency has implemented and how agency staff can obtain those services.
- Instructions are provided to customer service staff, and other Sedona Shuttle staff, who regularly take phone calls from the general public on how to respond to an LEP caller.
- Instructions are provided to customer service staff and others who regularly respond to written communication from the public on how to respond to written communication from an LEP person.
- Instructions are provided to vehicle operators, station managers, and others who regularly interact with the public on how to respond to an LEP customer.
- Use of “I Speak” cards.
- Bilingual or multilingual versions of:
 - “How to ride” brochures
 - System maps and timetables
 - Safety and security announcements
 - Service change announcements

2) The City has a process to ensure the competency of interpreters and translation service through the following methods:

The City will ask the interpreter or translator to demonstrate that he or she can communicate or translate information accurately in both English and the other language. The City will train the interpreter or translator in specialized terms and concepts associated with the agency’s policies and activities. The City will instruct the interpreter or translator that he or she should not deviate into a role as counselor, legal advisor, or any other role aside from interpreting or translator. The City will ask the interpreter or translator to attest that he or she does not have a conflict of interest on the issues that they would be providing interpretation services.

3) The City’s notice to LEP persons about the availability of language assistance through the following methods:

- Posting signs in intake areas and other points of entry
- Statements in outreach documents that language services are available from the agency.
- Working with community-based organizations and other stakeholders to inform LEP individuals of the Recipients’ services, including the availability of language assistance services.
- Announcements at community meetings.
- Information tables at local events.
- Signs and handouts available in vehicles and at stations.
- Announcements in vehicles and at stations.
- Agency websites.
- Customer service lines.

4) The City monitors, evaluates, and updates the LEP plan through the following process:

The City will monitor the LEP plan by conducting an annual Four-Factor analysis, establishing a process to obtain feedback from internal staff and members of the public and conducting internal evaluations to determine whether the language assistance measures are working for staff. The City will make changes to

the language assistance plan based on feedback received. The City may take into account the cost of proposed changes and the resources available to them. Depending on the evaluation, the City may choose to disseminate more widely those language assistance measures that are particularly effective or modify or eliminate those measures that have not been effective. The City will consider new language assistance needs when expanding transit service into areas with high concentrations of LEP persons will consider modifying their implementation plan to provide language assistance measures to areas not previously served by the agency.

5) The City trains employees to know their obligations to provide meaningful access to information and services for LEP persons and all employees in public contact positions will be properly trained to work effectively with in-person and telephone interpreters. The City will implement processes for training of staff through the following procedures:

The City will identify staff that are likely to come into contact with LEP persons as well as management staff that have frequent contact with LEP persons in order to target training to the appropriate staff. The City will identify existing staff training opportunities, as it may be cost-effective to integrate training on their responsibilities to persons with limited English proficiency into agency training that occurs on an ongoing basis. The City will include this training as part of the orientation for new employees. Existing employees, especially managers and those who work with the public may periodically take part in retraining or new training sessions to keep up to date on their responsibilities to LEP persons. The City will implement LEP training to be provided for agency staff. The City staff training for LEP to include:

- A summary of the City's responsibilities under the DOT LEP Guidance;
- A summary of the City's language assistance plan;
- A summary of the number and proportion of LEP persons in the City's service area, the frequency of contact between the LEP population and the agency's programs and activities, and the importance of the programs and activities to the population;
- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of the City's cultural sensitivity policies and practices.

The City's LEP documents are located on the sedonashuttle.com website and include:

- Non-Discrimination ADA/Title VI Public Notice in Spanish
- Discrimination ADA/Title VI Complaint Form in Spanish
- ADA Reasonable Modification Policy in Spanish
- Non-Discrimination ADA/Title VI Complaint Procedures in Spanish
- Discrimination Complaint Form ADA/Title VI in Spanish

Non-elected Committees Membership Table

Subrecipients who select the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

The City does not select the membership of any transit-related committees, planning boards, or advisory councils.

The City does not currently have a transit system in place, however, is planning to deploy a new demand response system in late 2022 or early 2023. In anticipation of the new service, the City is currently recruiting for a Transit Advisory Committee (TAC) which is scheduled to begin meeting in mid to late 2022.

The TAC shall meet quarterly and is intended to have representation across multiple key sectors within the City's jurisdiction, to include, disadvantaged and minority communities. The founding bylaws for the new TAC committee can be found on the City' transit website at:

https://sedonashuttle.com/wp-content/uploads/2022/06/TAC-ByLaws_dv.pdf

All TAC agendas and minutes will be posted online at SedonaShuttle.com. On a quarterly basis, the City shall send the agenda and minutes to ADOT's Multimodal Planning Division, FTA Section 5311 Grant Program Coordinator. Additionally, an updated table listing the committee members and their affiliations and race shall be submitted to ADOT each quarter.

Monitoring for Subrecipient Title VI Compliance

Describe how you monitor your subrecipients. This can be through site visits, submissions of Title VI Plans annually, or training and surveys.

The City does not monitor subrecipients for Title VI compliance.

The City does monitor Title VI Compliance issues through, FTA circulars, trade publications (APTA, AzTA, National RTAP) etc. and training webinars as they made available

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the subrecipient organization receives any FTA dollars, it must comply with this requirement.

The City has no current or anticipated plans to develop new transit facilities covered by these requirements.

The City and its consultants are currently conducting two separate fixed facility analysis(s) for two future transit support facilities. These include a transit Maintenance and Operations facility and a Mobility Hub. Both of the proposed project sites are located on City owned land, which shall not require the acquisition of any new land for either of these projects.

The analysis for these projects, include Site Selection, Environmental Justice (Includes a Title VI Equity Analysis), and NEPA studies.

The City acknowledges and will conform with facility construction requirements as they relate to the planned transit system.

Fixed Route Transit Provider Analysis

Fixed Route: Public transit service (other than by aircraft) provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

A subrecipient providing fixed route service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The subrecipient must develop policies to ensure service is not distributed on the basis of race, color, or national origin.

Effective practices to fulfill the Service Standards requirements include developing written policies covering each of the following service indicators: (can be expressed in writing or in table format – see Circular Appendix G & H pp. 87-91)

The City is not currently a Fixed Route Transit Provider.

The City does not currently have a fixed route transit system in place however, is planning to deploy a new demand response system in late 2022 or early 2023.

No fixed route transit currently exists. The City acknowledges and will conform with Service Standard requirements as they relate to the planned transit system.

Board Approval for the Title VI Plan

The City does not currently have a transit system in place however, is planning to deploy a new demand response system in late 2022 or early 2023. 5311 funds shall be used for administrative, planning purposes for implementation of the new demand response service.

Therefore, this Title VI Implementation Plan will be fully developed concurrently during the planning and administrative phase proposed in the 5311 application. Once completed and conditional CRO approval is obtained, the City shall obtain approval for the Title VI Plan from Sedona City Council.



**CITY COUNCIL
AGENDA BILL**

**AB 2863
September 13, 2022
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Approval of a Resolution authorizing an Intergovernmental Agreement for the provision of services by the Coconino County Elections Department.

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	None
Exhibits	A. Proposed Resolution approving IGA B. IGA

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	\$ TBD
City Manager's Recommendation	Approve a Resolution authorizing an Intergovernmental Agreement for the provision of services by the Coconino County Elections Department.	Amount Budgeted	\$ 4,500
		Account No. 10-6240-06-6405 (Description) Elections (FY23 Budget)	
		Finance Approval <input checked="" type="checkbox"/>	

SUMMARY STATEMENT

Background: Coconino County has submitted an Intergovernmental Agreement for the Provision of Services by the Coconino County Elections Department. This is an agreement for the services they will provide to the City of Sedona for the November 8, 2022 General Election. A new IGA was created for the November 8, 2022 General Election per Coconino County's process and preference.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2022-____, authorizing an Intergovernmental Agreement for the provision of services by the Coconino County Elections Department.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
PROVISION OF SERVICES BY THE COCONINO COUNTY ELECTIONS
DEPARTMENT.**

WHEREAS, the respective governmental entities the City of Sedona (the “City”) and Coconino County (the “County”) desire to enter into an Intergovernmental Agreement (IGA) for Provision of Services by the Coconino County Elections Department attached as an exhibit to this resolution; and

WHEREAS, execution of this IGA will allow the City and the County to work in cooperation on the November 8, 2022 General Election.

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

The City of Sedona, through its Mayor and City Council, hereby approves the Intergovernmental Agreement for Provision of Services by the Coconino County Elections Department and authorizes the Mayor to execute the IGA with approval of the City Attorney.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 13th day of September, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**Intergovernmental Agreement
FOR PROVISION OF SERVICES BY THE
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Contract for Services is entered into this _____ day of _____, 2022 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and the **CITY OF SEDONA**, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following elections:

General Election

Election Day	11/08/2022
Last day to vote early in person	11/04/2022
Last day to request an early ballot to be mailed	10/28/2022
Early voting begins/early ballots mailed	10/12/2022
Voter registration deadline	10/11/2022

SECTION 2. CONTACT PERSONS FOR JURISDICTION

Contact Name: JoAnne Cook
Address: 102 Roadrunner Dr.
Sedona, AZ 86336
Telephone: 928-203-5103
Cell : N/A
E-mail jcook@sedonaaz.gov

Legal Counsel: N/A
Address:
Telephone:
Fax:
E-mail:

SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

1. PRINTING

The statutorily required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the ES&S Optical Scan Voting System and accessible ExpressVote equipment.

2. TRANSLATION

SPANISH: Translation of ballot text shall be provided by JURISDICTION. The jurisdiction is responsible for ensuring the Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

NATIVE AMERICAN: If a portion of the jurisdiction is located on a Native American Reservation, all election related materials must be translated into the Native American language. CCED will provide Navajo language translation for the ballot.

3. BALLOTS

- A. CCED will have Official Ballots printed and distributed to the early voting sites and the polling places and vote centers:
- B. JURISDICTION will provide CCED with final ballot language, including the Spanish translation, no later than 90 days prior to election day.
- C. After 90 days prior to election day, JURISDICTION will pay \$100 per change to CCED for any changes or alterations to final ballot language unless it is an error or omission made by CCED.
- D. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have three days to notify CCED of any corrections to the ballot because of errors or omissions.

4. POLL WORKERS

CCED will recruit, train, provide and pay Election Workers to conduct the election.

5. POLLING PLACES

CCED will designate and arrange for the polling places and vote centers. (This includes reserving each site and mailing an agreement to each location.)

6. REGISTERS AND ROSTERS

- A. CCED will provide the statutory lists of registered voters for early voting and for use at the polling places and vote centers.
- B. CCED voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted and, in some cases, prohibited by law, subject to criminal prosecution.

7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place and vote center supplies.

8. LOGIC AND ACCURACY TEST

- A. CCED will conduct the Logic and Accuracy Tests of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

9. EARLY VOTING

CCED will conduct early voting by mail and in person at locations designated by CCED.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

\$2.00 per registered voter, except as provided below, plus:

* Actual cost of Native American Outreach

2. Publish and post all legal notices required by statute, except for the notice for the Logic and Accuracy tests.
3. Prepare, print and mail any required informational pamphlet.
4. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.

SECTION 6: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 11: SEVERABILITY

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

CITY OF SEDONA

COCONINO COUNTY:

Date of adoption: _____

Date of adoption: _____

(Signature of Authorized Agent)

(Title of Authorized Agent)

Patrice Horstman
Chair, Board of Supervisors

ATTEST:

Lindsay Daley, Clerk of the Board

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

Attorney for Jurisdiction

Deputy County Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2864
September 13, 2022
Consent Items**

Agenda Item: 3g
Proposed Action & Subject: Approval of a contract with WEX Bank, pursuant to WEX Bank's Sourcewell Cooperative Purchasing Contract No. 080620-WEX for the provision of fleet payment solutions.

Department Financial Services
Time to Present N/A
Total Time for Item
Other Council Meetings N/A
Exhibits A. Addendum to the Fuel Card Services Agreement

<p>City Attorney Approval</p>	<p>Reviewed 09/06/22 KWC</p>	<p>Expenditure Required</p> <p>\$ 250,000.00 FY23 est.;</p> <p>\$ 250,000.00 FY24 est.;</p> <p>\$ 250,000.00 FY25 est.;</p> <p>and an estimated cumulative amount of \$750,000.00 over the three-year term.</p>
<p>City Manager's Recommendation</p>	<p>Approve a contract with WEX Bank, pursuant to WEX Bank's Sourcewell Cooperative Purchasing Contract No. 080620-WEX for the provision of fleet payment solutions.</p>	<p>Amount Budgeted</p> <p>\$ 265,500 (FY23 portion)</p> <p>Account No. XX-XXXX-XX-6215 (Description) (Various Organizational Units for Gas and Oil)</p> <p>Finance Approval <input checked="" type="checkbox"/></p>

SUMMARY STATEMENT

Background: The City currently procures diesel and unleaded fuel through the Voyager fleet card program administered by U.S. Bank. In response to the ongoing increase in fuel prices, the City completed a thorough review of three (3) purchasing cooperative agreements to identify other means of procuring fuel that may offer greater rebates to the City as a result of volume purchasing.

The purchasing cooperative agreements reviewed are as follows:

Company Name	Purchasing Cooperative Agreement	Standard Volume Discount	Prompt Payment Incentive Discount	Special Requirements
U.S. Bank (Voyager)	Sourcwell Contract No. 080620-USB	1.2%	0.10%	Discounts are only provided to the city if the cumulative discount earned is greater than \$3,500.00 annually. It is estimated that under this contract, the City would only earn around \$2,400.00 in discounts annually and therefor would not qualify to receive any discounts due to this stipulation.
WEX Bank	NASPO Contract No. 00819	1.70%* *City receives 0.70% and the State receives 1%	0.02%	The City's share of this discount is only 0.70% after the State receives their 1% share.
WEX Bank	Sourcwell Contract No. 08620-WEX	1%	0.08%	None

Upon completion of this review, it is recommended that the City enter into a contract with WEX Bank, pursuant to WEX Bank's Sourcwell Contract No. 08620-WEX, for fleet payment solutions with related services as it offers the best value to the City.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): The City may select one of the other purchasing cooperative agreements that was vetted; however, the other cooperative agreements do not offer as great a rebate or contain minimum expenditure requirements to qualify for a rebate. The City may also complete the Sealed Bids/Competitive Negotiation process which costs the City time and money. The City would be required to administer the bid process which, on average, may take six (6) weeks or longer to complete. Upon completion of the bid process, it is not guaranteed there will be a successful bidder and subsequent award, which may result in the City's need to re-bid the project. Cooperative purchasing with other organizations leverages buying power of larger groups/quantities to secure more favorable pricing than the city is likely to obtain on its own.

MOTION

I move to: approve a contract with WEX Bank, pursuant to WEX Bank's Sourcwell Cooperative Purchasing Contract No. 080620-WEX, for the provision of fleet payment solutions with related services commencing on September 14, 2022

and continuing until September 7, 2024, with the option to extend for one (1) additional one-year term, for an estimated annual amount of \$250,000.00, and an estimated cumulative amount of \$750,000.00 over the three-year term.

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT
BETWEEN WEX BANK AND SOURCEWELL**

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract #080620-WEX ("Agreement") entered into between Sourcewell ("Sourcewell") and WEX Bank ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity		Phone #	Fax#	
Physical Address (Do not include PO Box)				
Mailing Address (if different from physical address)				
Sourcewell Member ID Number			Participating Entity's Taxpayer ID # (TIN, FEIN or SSN)	
Non-Profit Only: SIC/Industry Code (e.g. 8399 Social Services; 6732 Education, Charitable Trusts; Other)			If Participating Entity is a Non-Profit Provide Gross Annual Revenue	
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Participating Entity name will appear on cards.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Billing Contact Name				
Billing Address				
Designate the Participating Entity Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.				
Participating Entity Authorized Fleet Contact Name		Title	Phone #	Fax #
Email address (required to take advantage of product type card controls)				

Check here if Participating Entity is exempt from motor fuels tax

TERMS

1. This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
4. **INFORMATION SHARING DISCLOSURE:** Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
5. **Compliance with Federal Law:** WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
6. **DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____	Print Name: _____
Title: _____	Date: _____

Complete and sign Addendum. Fax to 1-866-527-8873 OR Email to tanya.watson@wexinc.com

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
		10902003	SOURCEWELL		04



**CITY COUNCIL
AGENDA BILL**

**AB 2865
September 13, 2022
Consent Items**

Agenda Item: 3h
Proposed Action & Subject: Approval of a Resolution authorizing an agreement with Equalis Group for utilization of purchasing cooperative agreements for the purchase of goods and services.

Department	Financial Services
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Resolution B. Master Cooperative Purchasing Agreement

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	\$ N/A
City Manager's Recommendation	Approve a Resolution authorizing an agreement with Equalis Group for utilization of purchasing cooperative agreements for the purchase of goods and services.	Amount Budgeted	\$ N/A
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Pursuant to Sedona City Code Section 3.05.020.C, the Financial Services Department identified a recurring need for various goods and services that may be purchased through procurement cooperative agencies. Contracts are awarded by these agencies through a competitive selection process and are thoroughly vetted by the City's Attorney and Procurement Officer for compliance with Federal, State, and Local Laws. The City seeks authorization to contract with is Equalis Group.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): The City may complete the Sealed Bids/Competitive Negotiation process which costs the City time and money. The City would be required to administer the bid process which, on average, may take six (6) weeks or longer to complete. Upon completion of the bid process, it is not guaranteed there will be a successful bidder and subsequent award, which may result in the City's need to re-bid a project. Cooperative purchasing with other

organizations leverages buying power of larger groups/quantities to secure more favorable pricing than the City is likely to obtain on its own.

MOTION

I move to: approve Resolution 2022-__ authorizing an agreement with Equalis Group for utilization of purchasing cooperative agreements for the purchase of goods and services.

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, AUTHORIZING THE CITY OF SEDONA TO ENTER INTO AN AGREEMENT WITH EQUALIS GROUP FOR UTILIZATION OF PURCHASING COOPERATIVE AGREEMENTS.

WHEREAS, the Sedona City Code Section 3.05.020.C. authorizes the procurement of services and materials through cooperative purchasing agencies; and

WHEREAS, various state and national government purchasing cooperatives exist to reduce the cost of goods and services by offering publicly solicited contracts to government entities nationwide; and

WHEREAS, it is in the best interest of the City of Sedona and the residents thereof to participate in various cooperative purchasing agreements and City staff believes the cooperative purchasing will yield better results and lower costs to the City.

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

SECTION 1. That the City of Sedona is authorized to enter into a cooperative purchasing agreement with Equalis Group for the purpose of making cooperative purchases.

SECTION 2. That Mayor or designee is authorized to execute and deliver said cooperative purchasing agreement in substantially the form presented on behalf of the City and that the various City officers and employees be authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of September 2022.

Sandra J. Moriarty, Mayor

ATTEST:

APPROVED AS TO FORM:

JoAnne Cook, CMC, City Clerk

Kurt W. Christianson, City Attorney



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of

Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____



**CITY COUNCIL
AGENDA BILL**

**AB 2867
September 13, 2022
Consent Items**

Agenda Item: 3i
Proposed Action & Subject: Approval of a Guaranteed Price Agreement with ADP, Inc. for the provision of human resources and payroll services for FY23 through FY25.

Department	Financial Services
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. FY23 – FY25 Guaranteed Price Agreement with ADP, Inc.

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	\$ 37,750 FY23 est.; \$ 38,120 FY24 est.; \$ 38,890 FY25 est.; f or an estimated amount of \$114,760 over the three-year term.
	City Manager's Recommendation	Approve a Guaranteed Price Agreement with ADP, Inc. for the provision of various human resources and payroll services for FY23 through FY25.	Amount Budgeted

SUMMARY STATEMENT

Background: In 2009, the City entered into a Major Accounts Agreement with ADP, Inc. for the provision of various human resources and payroll services. This Major Accounts Agreement serves as the master terms and conditions for the services provided to the City by ADP, Inc. Subsequently, from 2009 to 2022, the city and ADP, Inc. also entered into Guaranteed Pricing Agreements, subject to the Major Accounts Agreement terms and conditions, to secure fixed pricing for specified periods of time. The City's current Guaranteed Pricing Agreement expires in September 2022 therefore the city seeks to enter into a new Guaranteed Pricing Agreement to secure fixed pricing through September 2025.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): The City may renew these services with ADP, Inc. on a month-to-month basis resulting in significant price increases, whereas entering into a multi-year, guaranteed price agreement secures fixed pricing for the term of the agreement.

MOTION

I move to: approve a Guaranteed Price Agreement with ADP, Inc. for the provision of various human resources and payroll services for FY23 through FY25.



ADP, INC. GUARANTEED PRICE AGREEMENT

Client Name: CITY OF SEDONA
Effective Date: 08/02/2022
Expiration Date: 08/02/2025
Customer #(s): 464926
Contact Name: Heidi Weber
Contact Email: hweber@sedonaaz.gov
Requested By: John Anderson
Contact Phone: (928) 204-7185

ADP, Inc. ("ADP") is pleased to provide CITY OF SEDONA ("Client") with a guaranteed price agreement (the "Price Agreement"), which shall govern any increases in fees to the Services (as defined in section 1 below) purchased by Client for the next 36 month(s), subject to the terms and conditions set forth in this Price Agreement. In consideration of the mutual agreements set forth below, ADP and Client agree as follows:

1) Price Increase: For the next 36 month(s) commencing with the Effective Date of this Price Agreement, ADP will increase prices per the schedule below for the processing services (the "Services") listed in section 1a that Client is receiving or shall receive as of the Effective Date.

1a) Included Services:

- Payroll
- HCM
- TLM

1b) Processing Services:

<u>Year #</u>	<u>Guaranteed Price Period</u>	<u>Increase %</u>	<u>Increase Date</u>
1	08/02/2022 to 08/01/2023	0.00%	08/02/2022
2	08/02/2023 to 08/01/2024	1.00%	08/02/2023
3	08/02/2024 to 08/01/2025	2.00%	08/02/2024

Items specifically excluded from this agreement are delivery, reverse wire fees, jurisdiction fees, year-end fees, and maintenance fees. In the month following the Expiration Date, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

2) Guaranteed Term: As consideration for the Price Agreement, Client agrees to purchase the Services for a minimum guaranteed term of 36 month(s) commencing with the Effective Date of this Price Agreement and thereafter Client's agreement to purchase the Services shall remain in effect until terminated by Client or ADP in accordance with the terms of the ADP Major Accounts Agreement (or such equivalent ADP terms and conditions or agreement governing the provision and receipt of ADP Services including but not limited to any product specific terms set forth in such agreement) between ADP and Client (the "ADP Services Agreement").

3) Early Termination Fee: If Client terminates all Services without cause as provided in the ADP Services Agreement prior to the Expiration Date of this Price Agreement, Client agrees to pay ADP an early termination fee of 3 month(s) of average monthly processing fees for the Services (based on the average monthly fees during the twelve-month period immediately preceding the date of termination or a shorter period of time if monthly fees have been payable for less than 12 months at the termination date). If Client fails to pay the early termination fee, Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. The early termination fee will be waived by ADP in the event there is a material breach by ADP of any material warranty, term, condition or covenant of the ADP Services Agreement and ADP fails to cure such breach within the timeframe provided in such ADP Services Agreement.

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES. IN THE EVENT CLIENT HAS AN EXISTING PRICE AGREEMENT IN PLACE, THIS AGREEMENT REPLACES ANY PRIOR PRICE AGREEMENT GOVERNING THE SAME SERVICES.



ADP, Inc.

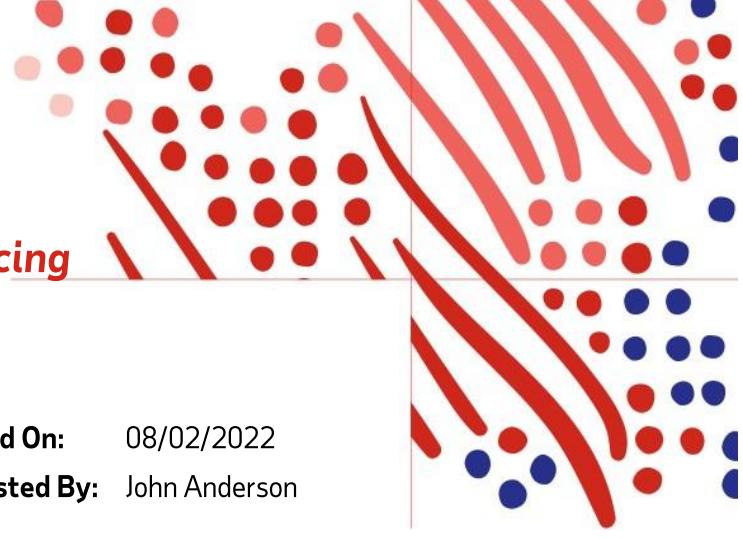
CITY OF SEDONA

Name:	_____	Name:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

NOTE: THIS PRICE AGREEMENT IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 30 DAYS OF THE DATE OF CREATION. THE AGREEMENT MUST BE SIGNED BY 09/01/2022 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.



Annualized Client Current Pricing



Name: CITY OF SEDONA
Customer # 464926

Created On: 08/02/2022
Requested By: John Anderson

*Client Annual Investment Summary (based on 6 months average billing)

Controls	Employee Count	Current Annualized Value
ADP Payroll Services		
CITY OF SEDONA (0073-10-SP1)	154	\$28,813.83
ADP HR/Benefits Solution		
CITY OF SEDONA (0073-1W-SP1)	187	\$3,590.40
ADP Time and Attendance		
CITY OF SEDONA (0073-8Y-SP1)	179	\$5,337.48
Grand Total		\$37,741.71

The information contained in this document is privileged and confidential. Dissemination to any third party of this communication is strictly prohibited.

The estimated annual costs in this document are calculated based on the average unit counts and current rates for each feature and are subject to change. This document does not include sales tax, carrier connection maintenance fees, miscellaneous tax filing charges (i.e. stop payment or void requests, amendments, etc.), or "on request services" (i.e., payroll reruns). W2 rates are subject to change each calendar year.

CITY OF SEDONA (0073-10-SP1)

FEATURE	MIN	BASE	RATE	UNITS	FREQUENCY
Y/E Info, Tax Reporting, W-2'S	\$75.00	-	\$6.55	259	1
Enhanced HR	-	-	\$2.40	154	26
Enhanced Payroll	-	\$118.25	\$1.60	154	26
Essential Time and Attendance	-	-	\$1.25	154	26
Recruitment and Performance	-	-	\$0.67	154	26
Delivery of Tax Reports	-	\$19.80	-	1	4
Mail Services Postage (Small)	-	\$10.00	-	154	26
Courier Delivery	-	-	-	1	26
New Hires	-	-	-	4	26
Pays	-	-	-	154	26
Check Signing	-	-	-	154	26
Labor Distribution	-	-	-	154	26
New Hire Reporting Service	-	-	-	4	26
ADP InfoLink G/L Interface	-	-	-	154	26
Total Tax Plus	-	-	-	154	26
ADP iPay Statements	-	-	-	154	26
iReports	-	-	-	154	26
Payroll Quickview	-	-	-	154	26
Portal with CM	-	-	-	154	26
24 Hr. Service	-	-	-	154	26
Workforce Now Payroll Solution Bundle	-	-	-	154	26
iArchive	-	-	-	154	26
Mail Services Postage (Large)	-	-	-	154	26
WGPS Service	-	-	-	8	26
WGPS Payments	-	-	-	8	26
CheckView Processing Fee	-	-	-	154	26
Benefit Accruals	-	-	-	154	26
Split Wrap	-	-	-	1	26
TotalPay Service	-	-	-	193	26
WFN PCM Tracking	-	-	-	154	26
Revenue Neutral V4 Migration	-	-	-	1	26
P02- -ASRS SERVICE PURCHASE	-	-	-	915	26
P01-ASRS RETIREMENT<D	-	-	-	915	26
V99 - VAC, FLT HOL, FLEX & COMP REPORT	-	-	-	713	26
External Paydata Interface	-	-	-	1	12
ADP Reporting	-	-	-	183	12
Self Service	-	-	-	185	12
CheckView Monthly Fee	-	-	-	1	12
PQV Net	-	-	-	1	1

CITY OF SEDONA (0073-1W-SP1)

FEATURE	MIN	BASE	RATE	UNITS	FREQUENCY
Essential ACA	-	-	\$1.60	187	12
Workforce Now	-	-	-	187	12
Workforce Now Archived Employees	-	-	-	502	12
Enhanced HR	-	-	-	187	12
Enhanced Benefits	-	-	-	187	12
Recruitment and Talent Acquisition	-	-	-	187	12
Workforce Now	-	-	-	187	12

CITY OF SEDONA (0073-8Y-SP1)

FEATURE	MIN	BASE	RATE	UNITS	FREQUENCY
A66-M00066-TimeClock Annual Maintenance [11]	-	\$334.82	-	1	1
A64-M00064-TimeClock Annual Maintenance [9]	-	\$334.82	-	1	1
A60-M00060-TimeClock Annual Maintenance [5]	-	\$334.82	-	1	1
A57-M00057-TimeClock Annual Maintenance [2]	-	\$334.82	-	1	1
A62-M00062-TimeClock Annual Maintenance [7]	-	\$334.82	-	1	1
A69-M00069-TimeClock Annual Maintenance [14]	-	\$334.82	-	1	1
A68-M00068-TimeClock Annual Maintenance [13]	-	\$334.82	-	1	1
A63-M00063-TimeClock Annual Maintenance [8]	-	\$334.82	-	1	1
A61-M00061-TimeClock Annual Maintenance [6]	-	\$334.82	-	1	1
A67-M00067-TimeClock Annual Maintenance [12]	-	\$334.82	-	1	1
A56-M00056-TimeClock Annual Maintenance [1]	-	\$334.82	-	1	1
A58-M00058-TimeClock Annual Maintenance [3]	-	\$334.82	-	1	1
A65-M00065-TimeClock Annual Maintenance [10]	-	\$334.82	-	1	1
A59-M00059-TimeClock Annual Maintenance [4]	-	\$334.82	-	1	1
A70-M00070-TimeClock Annual Maintenance [15]	-	\$325.00	-	1	1
A71-M00071-TimeClock Annual Maintenance [16]	-	\$325.00	-	1	1
ezLaborManager Software	-	-	-	179	12
Timesheet	-	-	-	1	12
WFN Package (Debundle)	-	-	-	1	12



**CITY COUNCIL
AGENDA BILL**

**AB 2815
September 13, 2022
Regular Business**

Agenda Item: 8a
Proposed Action & Subject: Presentation/discussion by the Arizona Community Foundation of Sedona’s (ACF) Regional Director Jennifer Perry regarding their purpose and strategic initiatives.

Department	City Manager’s Office
Time to Present	15 minutes
Total Time for Item	30 minutes
Other Council Meetings	N/A
Exhibits	A. Presentation

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	
		\$	0
City Manager’s Recommendation	For information and discussion only.	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Arizona Community Foundation of Sedona’s (ACF) Regional Director Jennifer Perry will present to Council regarding the ACF’s purpose and strategic initiatives.

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.



ARIZONA COMMUNITY
FOUNDATION
OF SEDONA

Sedona City Council Presentation

Jennifer Perry
Regional Director
Arizona Community Foundation of Sedona

Objectives

1. Overview of the AZ Community Foundation
2. Regional Assets and Impact
3. Examples of how people and organizations work with ACF
4. Other Initiatives



Mission

Lead, serve, and collaborate to mobilize enduring philanthropy for a better Arizona.

ACF Snapshot

501_c3

44 Years in Business

4 Star Rating with Charity
Navigator for 12 years

\$1.5 Billion in Charitable
Assets Under
Management

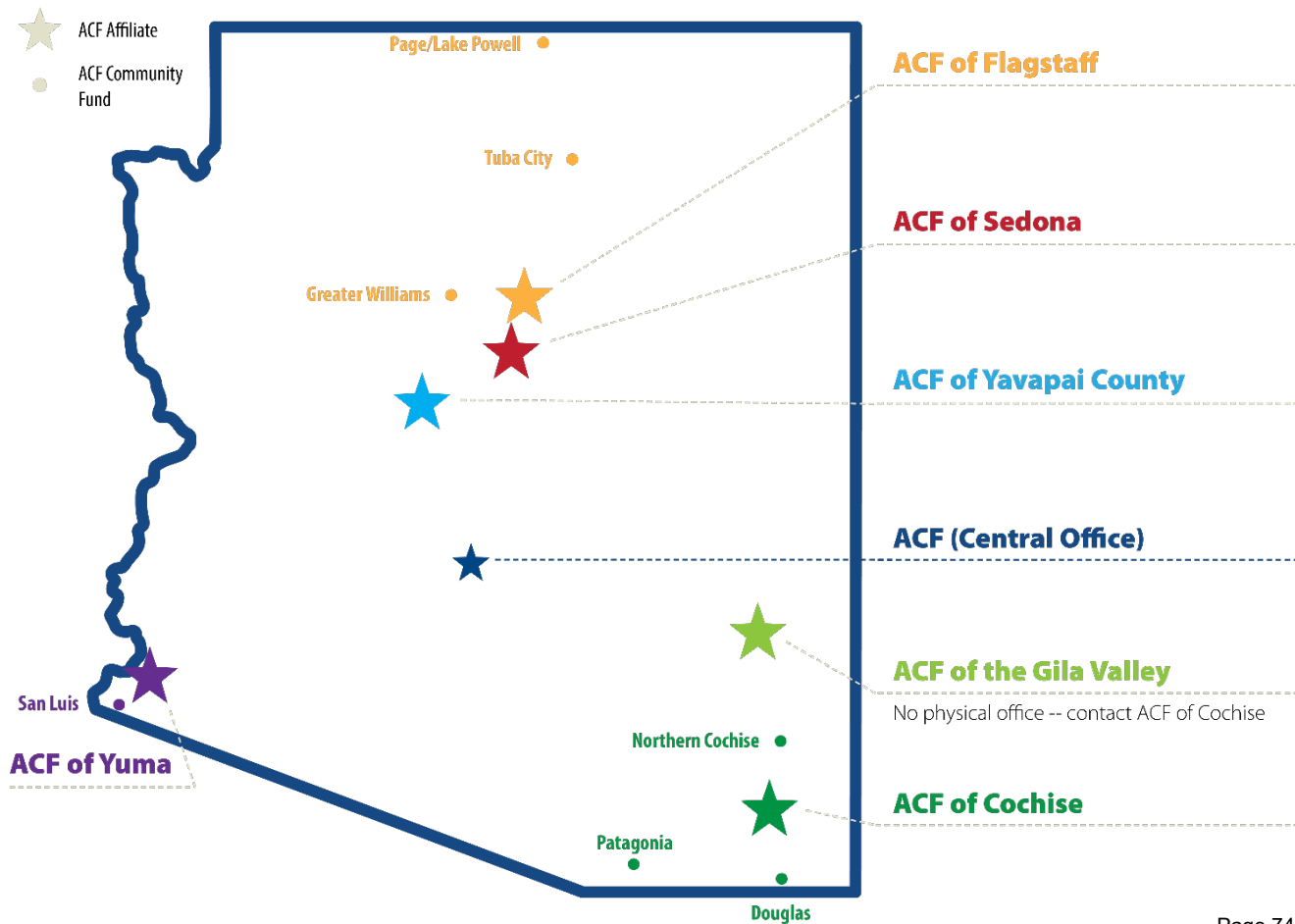
Top 25 Community
Foundations in U.S.A.

Central Office in Phoenix,
local expertise here



ACF's Statewide Impact

In 2021, ACF granted a record **\$196 million!**





We transform donor passions into permanent revenue supporting local communities.

- 1) We bring charitable dollars in
- 2) We endow and invest them
- 3) We give charitable dollars out





Greater Sedona Community Fund

1991, fund began with **\$1,000**

Today, fund balance is **\$2,396,554**

30 years, **\$2,110,409** in grants,



**\$1,000 Initial
Gift**



\$2,110,409 Grants



\$2,396,554 Fund Balance

Philanthropic Tool Kit





Primary objective of ACF's investment program is to preserve and grow our endowment by generating returns greater than our spending on grants, social investments and administrative costs.

- Average return is 7.5%
- Spending Rate on Endowed Funds is 4.25% of earnings
- Spending rate calculated on fund average balance for past 12 quarters
- We operate on a 1% administrative fee





All ACF funds are donor driven

We Fund:

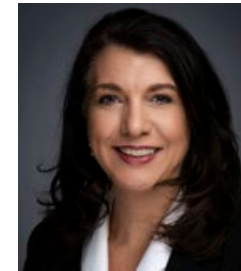
- 501c3 NPOs
- Government Agencies including schools, parks and recreation, police and first responders
- Tribal Entities
- Religious Organizations
- Anywhere in the world
- 42 competitive grant cycles per Year
- Donor designated grants





ACF of Sedona and the Verde Valley

- Established in 1991
- \$15+ million in assets under management
- 71 Funds
- Distributed over \$11 million in grants and scholarships
- Now mobilizing an average of \$1M a year to the region

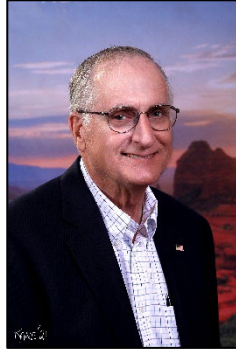




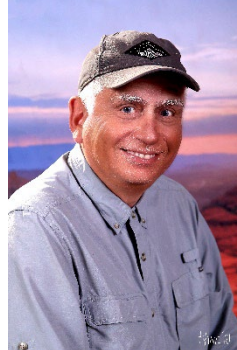
Local Board of Advisors



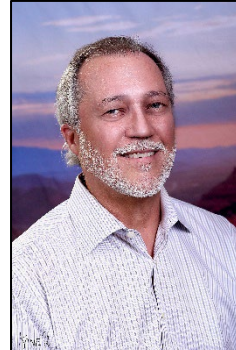
Carol Kurimsky
Chair



Bill Murto
Vice Chair



Kevin Adams



BJ Davis



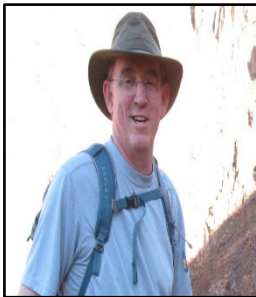
Lisa Glinsky



Sandi Heysinger



Jill Iurato



Dr. Bruce Peek



Nancy Williams



Chris Williams



Val Wilson



Richard Zahner



15 Funds Designated to Support our Region worth \$3M+

- Greater Sedona Community Fund
- Sedona Health Care
- Greater Sedona Fund for the Environment
- Sedona Business Give Back
- Sedona Arts
- Rappaport Community
- Martinez Family
- Sedona Animal Welfare
- Glenys and Gerald Wilson Family
- A Roof For All
- John Boone Kincaid III
- Dixie Carlson
- Nolan Family
- Miracle Leadership
- Tolerance Learning

Anyone can give to a Community or Field of Interest Fund

Leave the decision making to ACF and create your own Fund

Worthy Project List

**Never Enough Money to
Fulfill Requests**

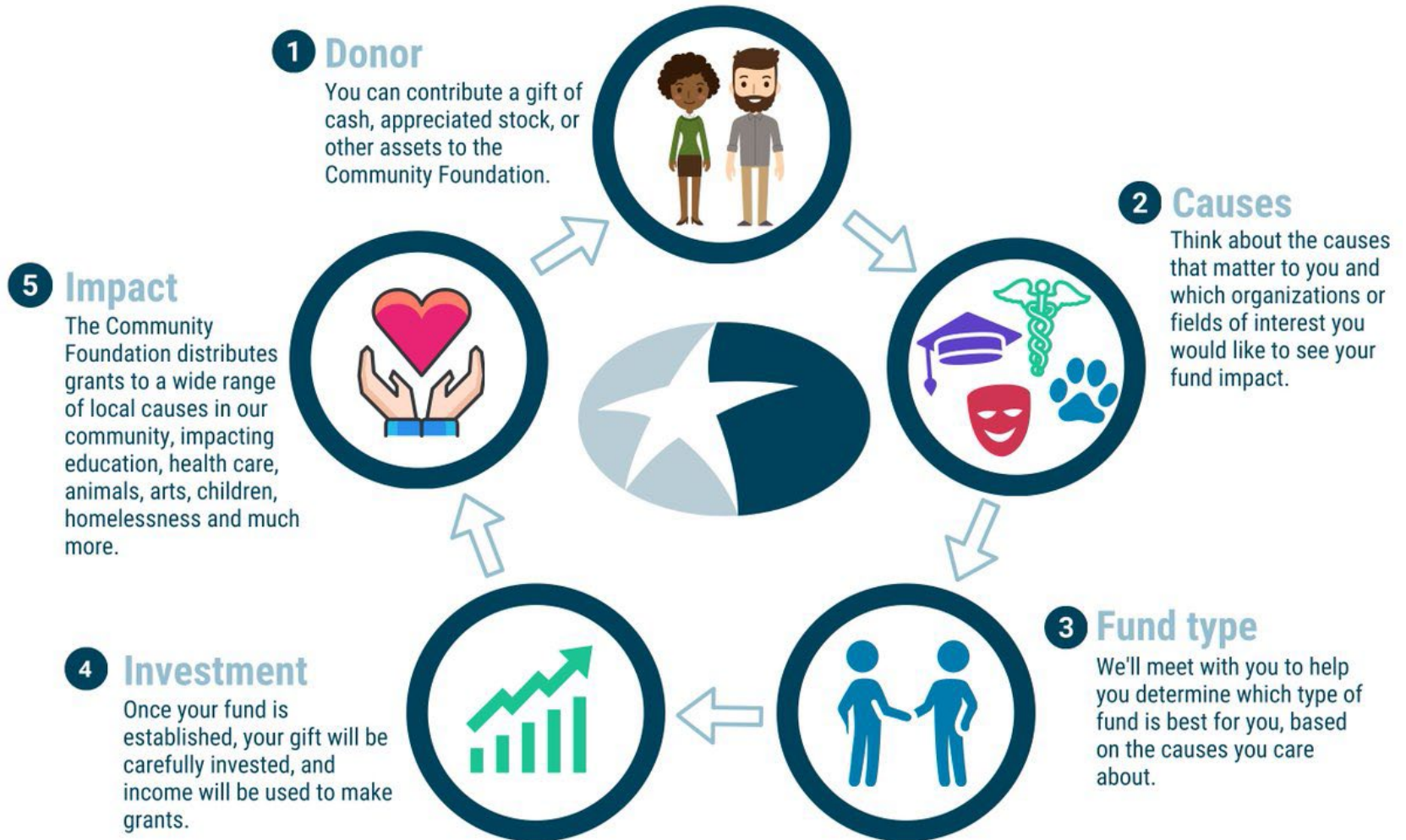
**A free service to
community**

**Mobilizes \$200k + Year
in Local Giving**

**Give where you live
with confidence**



How People Work with ACF



Give Today

- Cash
- Stocks, bonds and mutual funds
- Life insurance
- Closely held stock
- Real estate
- IRA Distributions
- Charitable Lead Trusts

Give Tomorrow

- Bequest
- Charitable Gift Annuity
- Charitable Remainder Trusts
- Life Insurance
- Life Estate
- Retirement account assets



How Individuals Work with ACF



Bill & Susan Cammock

Options Include:

- Giving to an existing fund
- Setting up a new fund
- Establishing a scholarship
- Working with ACF to identify organizations or projects to support
- Gift planning help.

Bill and Susan

- Set up a Donor Advised Fund
- Established the Pathway to Careers Scholarship Fund
- Established a Planned Gift to continue their giving when they pass



Forest Highlands Foundation



- Pool donations
- Establish Community or Field of Interest Funds
- Giving Circles

Forest Highlands Foundation

- Collaborative Fund
- Members contribute
- Work with ACF to determine projects to grant to
- ACF Manages the fund and administration and grant making

Eligible to receive grant funding

- Through competitive grant cycle or as a designated beneficiary of a fund

Work with ACF to Manage Your Grants Process

- Grant Opportunity Promotion
- Back Office Support
- Customer Service
- Application Review and Vetting
- Check Processing

Philanthropic Loan Funds

Emergency/Disaster Funding

Cities and Counties

- Maricopa County
- City of Phoenix
- City of Goodyear
- City of Chandler
- Town of Gilbert
- City of Peoria
- City of Tempe
- City of Yuma
- Phoenix IDA
- Yavapai IDA

Services Include:

- Corporate Donor Advised Funds
- Grant Awards Management

Businesses

- Cox Charities
- Arizona Public Service (APS)
- Blue Cross Blue Shield
- Enchantment Resort
- Fiesta Bowl
- Arizona Coyotes
- Arizona Super Bowl
- Phoenix IDA
- Maricopa County IDA
- Snell & Wilmer Law
- Arizona Republic
- Health First Foundation
- Route 66



Boynton Canyon Preservation Fund

Corporate Donor Advised Fund for Enchantment



Not Just Recipients of Grants

ACF Partners with 27 NPO Funds in Sedona and the Verde Valley to Manage their Endowments

Camp Verde Public Library
Christ Lutheran Church
Fine Art Museum of Sedona
Humane Society of Sedona
Keep Sedona Beautiful
Manzanita Outreach
Northland Cares
Sedona Arts Center
Sedona Community Food Bank
Sedona Historical Society
Sedona International Film Festival

Sedona Public Library
Sedona Red Rock Trail Fund
Sedona Women
VV Archaeology Center
VV Habitat for Humanity
VV Humane Society
VV Imagination Library
VV Sanctuary
Unify Sedona

Flexibility of Planned Gifts

- Give to more than one NPO
- Give to a region
- Give to certain causes
- Create scholarships
- Reduce estate taxes
- Make changes at any time at no charge



Community Impact Loan for
Water Treatment in Jerome

Exhibits at Science Vortex

AED's for Sedona Police Cars

Sedona Red Rock Trail Fund
Endowment

\$500k granted during pandemic

Refrigerated trucks for
Manazanita Outreach

Early Literacy Programs

Technology Support for Seniors

New Library for YAN Montessori
Preschool



ARIZONA COMMUNITY
FOUNDATION
OF SEDONA

Other ACF Initiatives

- **Pathway to Career Scholarship Fund**
- **A Roof For All Housing Fund**
- **Philanthropic Loan Funds**
- **Giving Circles**
- **Arizona Endowment Building Institute**



Thank You

Jennifer Perry
928-399-7218
jwperry@azfounation.org



**CITY COUNCIL
AGENDA BILL**

**AB 2844
September 13, 2022
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action regarding approval of an amount not-to-exceed \$155,000 to expand and improve the Sedona Dog Park and off-leash use of athletic fields.

Department Parks and Recreation

Time to Present 15 minutes

Total Time for Item 60 minutes

Other Council Meetings N/A

Exhibits A. Map
B. Presentation

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	
		\$ 155,000	
City Manager's Recommendation	Approve an expansion of the Posse Grounds Dog Park, to include a new field area, in an amount not-to-exceed \$155,000.	Amount Budgeted	
		\$ 0.00	
		Account No. (Description)	\$155,000 available to transfer from 22-5320-89-68A4 (SIM-03a – Uptown Parking Garage)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

The City of Sedona is limited in the number of natural turf fields available for community public use.

The city's current inventory of natural turf fields includes:

- Posse Grounds Park – Multi-Use Field, designated for athletic use (football and soccer);
- Posse Grounds Park – Softball Fields, Lower and Upper, designated for athletic use; and
- Sunset Park – Grass Field, designated for recreational use.

This limited inventory leaves Posse Grounds Park as the only option for public organized sports, such as Association of Youth Soccer Organization (AYSO), Men's Soccer League, Ultimate Frisbee League and other local sports groups seeking a location for practice and games. This

becomes challenging when several leagues cross over, leading to shared use of the field space amongst the sports teams.

A field designated only for athletic use is done so in an effort to:

1. Protect the integrity of the turf surface; and
2. Ensure the health and safety of its users.

This designation requires the responsibility of ensuring the fields are maintained to the level of standard for athletic fields.

Sedona City Code 12.30.140 prohibits domestic animals from using athletic fields. “Domestic animals are not permitted on athletic fields except when authorized by the city manager or his/her designee.” This helps mitigate damage to the fields along with health and sanitary concerns caused from animal waste.

The Posse Grounds Park Operations Plan outlines in Section 1. General Guidelines that staff will enforce park rules. It specifically states: “When dogs are on the athletic fields, staff will contact Animal Control.”

This makes it challenging for our dog owners and limits use to:

- Sedona Dog Park with no natural turf; where they can allow their dog to be off leash, or
- Sunset Park, which provides natural turf, however, owners are required to keep their dog restrained on leash.

In 2015, the Parks and Recreation Department recognized the need to provide a natural turf space for dog owners, and the Yappy Hour program was introduced. The premise for the program was to offer a one hour per week event managed by volunteers that would allow dogs to run off leash on the Multi-Use Field. Stipulations were established and carried out to try to mitigate the challenges posed when introducing this type of shared use between dogs and sports users:

The Yappy Hour program has always been transparent since the day of inception that the program is based on:

- Being volunteer operated
- Participants are responsible for dogs
- Waste is to be picked up
- No use of the fields is allowed outside the program hour – we include on our site: “If there is an increase in the amount of off-leash users on the athletic fields during non-event times, this event may be canceled.”
- Dog Park rules apply

Over the years, the program has grown significantly, with numbers reaching an average of over 60 dogs each week, with some days reaching nearly 90. As the number of participants increase and new residents/participants join, it becomes challenging to ensure all participants carry out their responsibilities.

Throughout the years the department has had to send emails at least quarterly to remind our Yappy Hour participants of the requirements and if there is no support for managing the program, it will be cancelled. Reminders sent out include:

- Managing/oversight of dogs
- Picking up after dogs
- Adhering to the program time – both before/after program; when the department was housed at Posse Grounds Park, the volunteers would call the parks and

- recreation office asking staff to make an announcement over the park speakers for participants to leave as they don't always respect the volunteers at closing times.
- Adhering to cancellations for weather/field condition or special event rentals. Staff/volunteers must physically be on site to remove participants from the field, regardless of signage/a-frames and email notification of cancellation.
- No use of fields outside program; staff encouraged and empowered participants to be park ambassadors, asking them to help reduce dog owner violations by spreading the word/educating others.
- Dog Park rules apply to the program
- Obtaining volunteers to oversee the program hour – with the number of participants growing, and the necessity to be able to enforce the rules, this is a difficult position to fill.

Although the intent of the program was to fill a need in the community, it has had an adverse effect on the public's perception of allowing dogs on Sedona athletic fields, regardless of City Code.

In 2017, a group of individuals identifying themselves as the Greyhounds of the Verde Valley, approached the department inquiring if they could use the field for private use as their breed was not able to attend Yappy Hour and integrate with other dogs safely. The Parks and Recreation Manager at that time made the exception and approved the request to rent the Multi-Use Field 2 days per week, one hour per day at \$5 per hour for 5 dogs/participants. In addition, the renter was not required to provide liability insurance naming the city as additional insured, a requirement for all renters when using a facility outside of its intended use. The group of private individuals is not a legal entity, nor a non-profit, and residency of participants is unknown. The department has continued to allow the exception and arrangement, based on the longevity of their recurred rental use. Throughout the years, the department has had to address issues related to the Greyhound's rentals, examples include failure to submit a rental request/payment prior to usage, use of the space when not approved, and not adhering to rental terms. While these issues could be grounds for denying future rental requests, staff has chosen to be lenient, and this has led to other consequences.

By allowing Yappy Hour and the greyhound group to use the athletic field, it alters the public's perception of park requirements. Posse Grounds Park experiences a high volume of dog owners who violate City Code. Violators cite these two uses as their defense when staff attempts to enforce violations like no dogs allowed on athletic fields or dogs off leash. They state the city allows other residents at Yappy Hour and the Greyhounds to do the same. This undermines staff's ability to enforce City Code that is intended to protect the health and safety of the general public and the condition of the athletic fields.

In addition, this type of use impacts the sports users. During AYSO season the department receives numerous complaints about dog waste on the field, field surface being uneven/having holes and conflicts with dog users on the field. The department receives the same complaints from other sports groups/users related to the condition of the field and dog waste.

The level of dog use on the Multi-Use Field has impacted the condition of the field making it challenging to keep and maintain as an athletic field throughout the year. The condition reached a level of disrepair where City Maintenance was not able to perform its normal weekly minor repairs to restore adequate condition. It was unsafe and at a level requiring the field to be closed to the public to allow for major repairs. The renovations began on July 25 and were completed by August 31. During the repairs and to date, Yappy Hour is being temporarily hosted on the lower softball field. The greyhound group was extended the opportunity to rent the lower softball field with the requirement to provide liability insurance, a requirement for all renters using a

facility outside of its intended use. The group has not provided the requested insurance, claiming they are having difficulty acquiring a policy that will cover the activity.

Facts to be considered:

- The Softball fields are designated as athletic fields.
- The Multi-Use Field is a designated athletic field intended for multiple sports, including soccer and football.
- In 2012/2013, Council approved improvement projects at Posse Grounds Park which included upgrades to the Multi-Use Field (focusing on football, lighting, surface/drainage and sound equipment), additional parking, and a separate, dedicated dog training area.
- City Code – dogs are not allowed on athletic fields, unless authorized by the City Manager or his/her designee.
- Posse Grounds Park Operations Plan specifically outlines when dogs are on athletic fields staff is directed to contact Animal Control.
- The extensive damage to the Multi-Use Field is recurring and is not human caused. The need to repair damage caused by dog use is on a weekly basis. Considering this, injuries may occur.
- Dog waste is a sanitary and health concern for athletic fields.
- Sedona has a dedicated dog park that cannot be used for any other use but does not provide a level, natural turf area that would allow dogs to run freely on turf.
- It is standard practice for city/town parks and recreation departments to prohibit this type of dog activity on athletic fields due to the impact on the turf/surface and the health and safety concern presented with dog waste.

Recommendation

As a solution, staff proposes expanding the existing Posse Grounds Dog Park. This would include:

- expanding the park, to provide a more field-like setting,
- removing the existing artificial turf,
- installing natural turf and irrigation throughout the park,
- additional parking,
- year-round use, 7 days per week, and
- two access gates will be provided at the south end of the new area to allow a partial dog park closure when needed for turf repair/regeneration. This will segregate the grassy areas into two separate sections when the gates are closed but allow access to the entirety of the grassy area most of time.

Additionally, the gate closures provide an opportunity to consider making the new upper area available for the greyhound group's exclusive use (17,000 sq. ft. natural turf area). This would allow the greyhounds a space to use without having to close the Dog Park to others, as the existing portion of the park would remain open for general use (approximately 3,000 sq. ft. of natural turf).

The Greyhound Group would not need to provide insurance indemnifying the city, as would be required to rent an athletic field, because the rental space would be intended for off leash dog use. This special exception for an exclusive use rental for the greyhound group is being proposed in consideration of the special accommodations the city has provided, and the group has become accustomed to, over the last several years.

The Yappy Hour program would continue and be held at the dog park, providing a safe and secure location for both the participants and park visitors.

The project will be performed in-house by Public Works Maintenance Staff and would begin in October. Staff anticipates the project to be no more than \$155,000 and approximately four (4) months for completion. The improvements would include approximately 20,000 sq. ft. of new natural grass, and approximately 13 new parking spaces on site and off site across Caruth at the southwest corner of Caruth and Soldiers Pass Roads (map with project detail is included as Exhibit B). Parking shown further south towards Calle Diamante is not included in the 13- space count due to its distance from the Dog Park.

This project was not a part of the approved FY23 capital improvement program budget therefore staff are proposing the \$155,000 cost be covered by a transfer of FY23 budget capacity from the SIM-03a Uptown Parking Garage project. These funds are available due to the Uptown Parking Garage start of construction being delayed due to utility relocation work needing to be complete prior to starting excavation of the site. In addition, this project would impact budget with recurring expenses related to the new field and would alleviate the costs associated with the recurring repairs needed to the athletic fields caused by dog use. If this project is approved, additional ongoing funds of approximately \$20,000 annually would be incorporated into the FY2024 Parks Maintenance budget.

Staff is requesting City Council approval of a special project to expand the Posse Grounds Dog Park in order to relocate the Yappy Hour program to the Dog Park facility, provide 7 day/week unrestricted use of a new 20,000 sq. ft. grassy area for dogs, and to enable the return of the athletic fields to their designated use and purpose in support of City Code and state law. This project will also eliminate the inherent conflicts that currently exist between the sports and animal uses.

In addition, staff is seeking direction on allowing use of the new expanded grassy area in the dog park exclusively by the Greyhound Group twice weekly. While the Dog Park would be otherwise unavailable for private rentals, this would be done as a special exception due to the longstanding prior accommodations for this group. This rental could be made at no charge and would be done through a written rental agreement. The upper natural turf area offered to this group would be approximately 17,000 sq. ft.

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

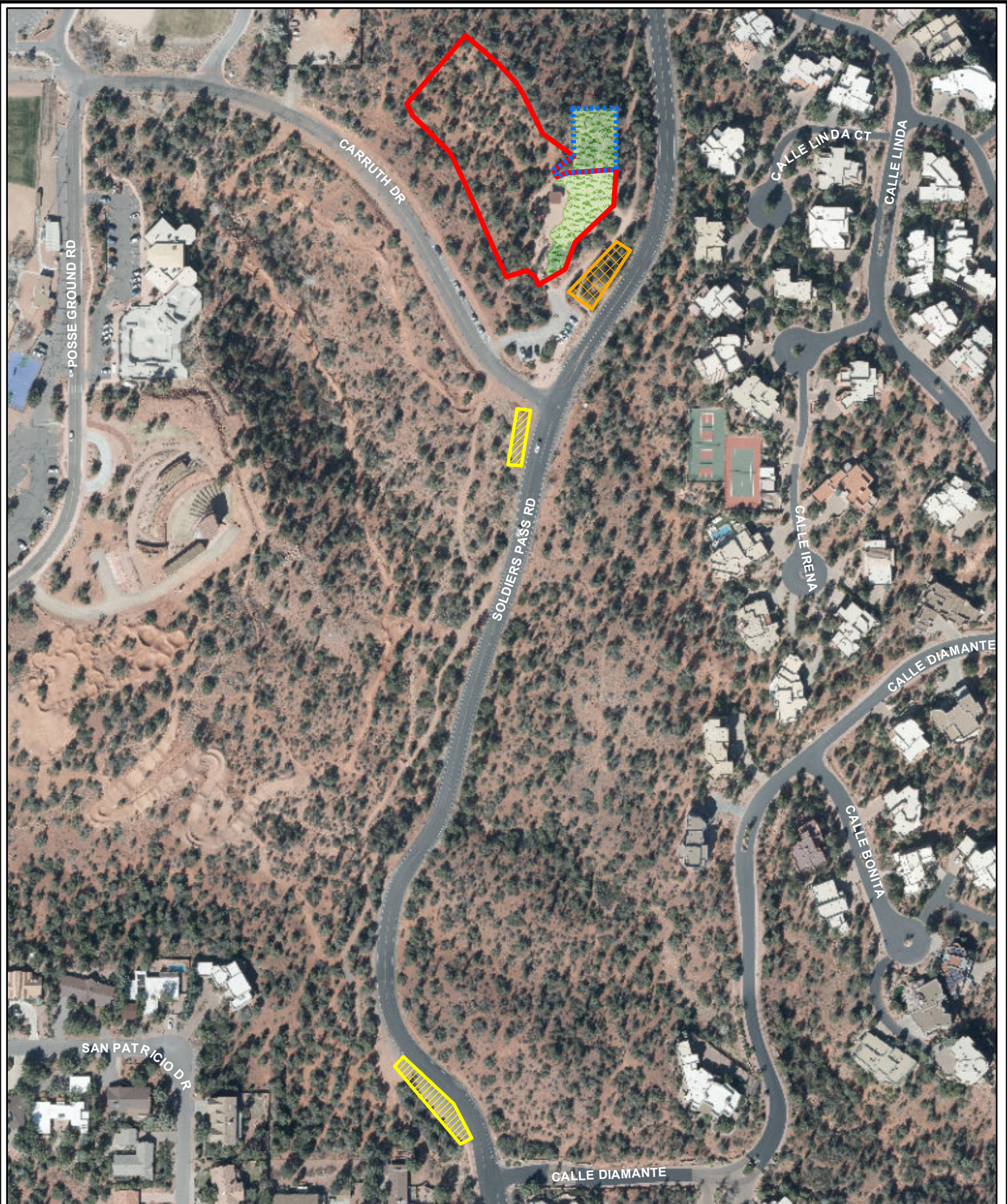
A second phase of the project is currently being explored to attempt to capture and re-use rainwater and non-potable water from other city operations for the purpose of replacing traditional irrigation methods currently planned.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

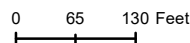
MOTION

I move to: approve an expansion of the Posse Grounds Dog Park, to include a new field area, in an amount not-to-exceed \$155,000.



Dog Park Proposed Expansion & New Field

-  Dog Park
-  Proposed Extended Park Boundary
-  Additional Parking
-  Proposed New Field
-  Proposed New Parking



This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained herein. **Page 100**
 GIS, City of Sedona. 08/23/2022. /pw/staff/andy/dogpark



POSSE GROUNDS DOG PARK EXPANSION

CITY COUNCIL SEPTEMBER 13, 2022

- Limited Inventory of Natural Turf Fields
- Designated use – Athletic vs. Recreational
- Posse Grounds Park only option for organized sports
- Sedona City Code 12.30.140 & A.R.S. 11-1012. D.



So where can our dogs run?

- Sedona Dog Park – artificial turf/dirt
- Sunset Park – natural turf, leashed
- 2015 Yappy Hour was introduced
 - 60 Minute Program
 - Thursdays
 - Multi-Use Field
 - Stipulations



YAPPY HOUR

- Average over 60 dogs/week
- Challenges
- Adverse Effect

- Volunteer operated
- Participants are responsible for dogs
- Waste is to be picked up
- No use of the fields is allowed outside the program hour
- Dog Park rules apply



2017 Greyhound Group

EXCEPTION TO THE RULE

P&R Manager Approved:

- Special Rate \$5/Hour
- 2 Days/Week
- Multi-Use Field
- 5-10 Participants

RENTER CHALLENGES:



Failure to submit rental documents and/or payment.



Unauthorized use of the space.



Failure to follow rental terms.



NEGATIVE IMPACTS:

- Violators outside of program hours
- Increased need for Staff to monitor/address violators
- Other dog owner's requesting the same privilege
- Impact to Sports Users –
 - Dog waste
 - Damage to field
 - Loss of use/Closures for repairs caused by dogs
 - Conflicts w/ dog owners/greyhound group



MULTI-USE FIELD CONDITION & PROJECT



Facts to consider:

- The Multi-Use Field is designated as an athletic field.
- City code – dogs are not allowed on athletic fields, unless authorized by the City Manager or his/her designee.
- Posse Grounds Park Operations Plan specifically directs staff to enforce prohibiting dog use on athletic fields.
- State law – dogs are not allowed off leash in public parks, unless they're being exhibited or trained at a recognized park sponsored event.
- The extensive damage to the Multi-Use Field is recurring and is not human caused.
- Dog waste is a sanitary and health concern for athletic fields.
- Sedona has a dedicated dog park that cannot be used for any other use but does not provide a level, natural turf area that would allow dogs to run freely.

Facts to consider:

It is standard practice for cities/towns to deny this type of dog use on athletic fields. We found no other city/town in Arizona that allows dog use on athletic fields. Examples of other cities/towns that would not approve or authorize a request of this nature:

- City of Avondale
- City of Tucson
- Town of Queen Creek
- City of Cottonwood
- Town of Buckeye
- Town of Show Low
- City of Phoenix
- Town of Fountain Hills
- Maricopa County
- City of Goodyear
- Town of Oro Valley
- Others across state

The reasoning provided by the above municipalities is due to the health and safety concern from dog waste and impact/damage to the surface and natural turf.



SOLUTION: DOG PARK EXPANSION

PROPOSED EXPANSION TO POSSE GROUNDS DOG PARK



- Dog Use Only
- Expansion – approx. 10,000 sq. ft.
- Removal of artificial turf
- Install natural turf and irrigation
 - Approx. 20,000 sq. ft.
- Parking
 - 20 Existing spaces
 - Approx. 13 additional spaces being built
 - Additional parking opportunities beyond
- Gate for turf regeneration
- Year-round use; day use only
- Allows for option to make available for greyhound group rental
- Project Performed In-House
 - \$155,000
 - Approx. 4 months



QUESTIONS?

CITY COUNCIL SEPTEMBER 13, 2022



**CITY COUNCIL
AGENDA BILL**

**AB 2853
September 13, 2022
Regular Business**

Agenda Item: 8c

Proposed Action & Subject: Discussion/possible action regarding a Resolution and Ordinance amending the Sedona City Code Chapter 8.10 (Litter - Nuisances), sections 8.10.010 (Definitions), 8.10.020 (Public nuisances defined), 8.10.180 (Abatement of nuisances), 8.10.210 (Abatement), and adding a new section 8.10.215 (Court-ordered abatement).

Department City Attorney's Office / Community Development

Time to Present 20 minutes

Total Time for Item 45 minutes

Other Council Meetings N/A

Exhibits
 A. Resolution
 B. Exhibit A to Resolution – Public Record
 C. Ordinance

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	\$ 0
City Manager's Recommendation	Approve proposed amendments to Sedona City Code relating to public nuisances.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

The purpose of Chapter 8.10 of the Sedona City Code is to define public nuisances, which are offenses that may be injurious to health, or indecent or offensive to the senses, or which interfere with the comfortable enjoyment of life or property to the residents of Sedona.

The proposed amendments for consideration by the Council are intended to clarify language and consolidate duplicate sections in the code. There are also two new sub-sections covering nuisances for which code enforcement has received complaints that are not clearly defined or covered in the current code.

In section 8.10.210, the proposed addition of a new sub-section covering Court-ordered Abatement outlines procedures to obtain a court order to abate or clean a property in violation of Chapter 8.10, and amendments to section 8.10.180 regarding temporary and emergency abatement of hazardous conditions at a property.

One of the new public nuisance violations added is that of dead trees. Currently dead trees are not specifically covered in the code and dead standing trees have been a concern among residents due to not only being unsightly but being a fire hazard due to the drought conditions over the past several years and the number of forest fires in the Sedona area. Adding dead trees as a nuisance violation will make it easier to work with residents to bring properties into compliance and promote fire and public safety.

The highlights of the proposed regulations include:

- Add a definition for “weeds” in section 8.10.010
- Combine the language in subsections B, E, and F of section 8.10.020 into one all-encompassing subsection.
- Update subsection D by reducing the height of weeds from 24 inches to 12 inches to be in violation and the addition of dead trees, which are currently not covered in the code.
- Clarifying how to secure dangerous and abandoned properties for public safety.
- Limiting the duration for which construction equipment and materials may be stored in the front and side setbacks of residential properties in public view.
- Not allowing vehicle maintenance as a home occupation business in residential areas to eliminate unsightly properties, noise, and odors from such businesses.
- Clarifying the owner is responsible for costs incurred by the City for abatement and give the property owner 30 days to reimburse the city for costs (8.10.210.C)
- Define the owner of record for the property that has control over the land and who is responsible for costs incurred (8.10.210.D)
- Clarifies that the decision of the City Council in administrative abatement appeal hearings is final (8.10.210.E)
- Adds a new subsection outlining the process for the City to seek a court-ordered abatement on properties in violation (8.10.215)
- Amends section 8.10.180 to delineate methods for temporary and emergency abatement of hazardous conditions on a property

Community Plan Consistent: Yes - No - Not Applicable

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution No. 2022-___, establishing as a public record the proposed amendment to Sedona City Code Chapter 10.20 entitled “2022 Amendments to Sedona City Code Chapter 8.10 (Litter).”

(After First Reading)

I move to: adopt Ordinance No. 2022-___ an ordinance of the Mayor and Council of the City of Sedona, Arizona adopting amendments to the Sedona City Code Chapter

8.10 (Litter) related to public nuisances and abatement; providing for a savings clause; and providing for repeal of any conflicting ordinances.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD CHANGES TO SEDONA CITY
CODE CHAPTER 8.10 (LITTER).**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the changes to Sedona City Code Chapter 8.10 (Litter) as set forth in Exhibit A "*2022 Amendments To Sedona City Code Chapter 8.10 (Litter)*" and attached hereto, constitutes a public record to be adopted by reference in Ordinance No. 2022-__ pursuant to A.R.S. § 9-802.

One paper copy and one electronic copy of this public record shall be filed in the office of the City Clerk and kept available for public use and inspection.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 13th day of September, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Exhibit A
"2022 Amendments to Sedona City Code Chapter 8.10 (Litter)"

Chapter 8.10
LITTER

Sections:

Article I. Litter - Nuisances

- 8.10.010** Definitions.
- 8.10.020** Public nuisances defined.
- 8.10.030** Litter in public places.
- 8.10.040** Depositing litter in gutters, streets and other public places.
- 8.10.050** Litter thrown from vehicles.
- 8.10.060** Covered/secured loads.
- 8.10.070** Littering in parks.
- 8.10.080** Sign walkers.
- 8.10.090** Off-premises canvassing.
- 8.10.100** Dropping litter from aircraft.
- 8.10.110** Deposit of litter on occupied private property.
- 8.10.120** Maintenance of litter-free premises.
- 8.10.130** Vacant lots.
- 8.10.140** Business establishments - Receptacles.
- 8.10.150** Unsightly premises.
- 8.10.160** Junk vehicles.
- 8.10.170** Abandoned vehicles.
- 8.10.180** Abatement of nuisances.
- 8.10.190** Penalties.

Article II. Abatement of Rubbish and Dilapidated Structures

- 8.10.200** Definitions.
- 8.10.210** Abatement.

8.10.215 Court-ordered abatement.

8.10.220 Penalty for dumping.

Article I. Litter – Nuisances

8.10.010 Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Abandoned vehicle” means any vehicle, trailer or semi-trailer of a type subject to registration under this article, whether lost, stolen, abandoned or otherwise unclaimed, which has been abandoned on a public highway, public property or elsewhere within the city, including private property. Evidence that a vehicle was left unattended for a period of 48 hours within the right-of-way of a highway, road, street or other public thoroughfare, or for a period of 72 hours on public property or elsewhere within the city including private property, shall be prima facie evidence of abandonment.

“Aircraft” means any contrivance now known or hereafter invented, used or designed for navigation or for flight in the air, and includes, but is not limited to, helicopters and lighter-than-air dirigibles and balloons.

“Animal” means any and all types of animals, both domestic and wild, male and female, singular and plural.

“Authorized private receptacle” means a litter storage and collection receptacle as required and authorized in this article.

“Fowl” means any and all fowl, domesticated and wild, male and female, singular and plural.

“Garbage” means putrescible animal and vegetable wastes, resulting from handling, preparation, cooking and consumption of food.

“Junk vehicle” means a vehicle that is in such a state of deterioration that it cannot be profitably dismantled or salvaged for parts and cannot be profitably restored.

“Litter” means garbage, rubbish, refuse, waste material, offal, paper, glass, cans, bottles, weeds, organic or inorganic trash, debris, filthy or odoriferous objects, dead animals, or any foreign substance of whatever kind or description, whether or not any of these items are of value.

“Park” means a park, reservation, playground, recreation center or any other public area in the city-owned or used by the city and devoted to public recreation.

“Private premises” means any dwelling, house, building or other structure designed or used either wholly or in part for private residential purposes whether inhabited, temporarily or continuously uninhabited or vacant, and includes but is not limited to any yard, grounds, walk, driveway, porch, steps, vestibules or mail box belonging or appurtenant to such dwelling, house, building or other structure.

“Public place” means any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds and buildings.

“Refuse” means all putrescible and nonputrescible solid wastes, except body wastes, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned, wrecked or junked vehicles or parts thereof and solid market and industrial wastes.

“Rubbish” means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, metal cans, yard clippings, leaves, metal, wood, glass, bedding, crockery, furniture, major appliances, water heaters and similar materials.

“Street” or “road” means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel, and includes the whole right-of-way of the public entity maintaining said way, whether such right-of-way is paved or not.

“Vehicle” means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks. [Code 2006 § 9-2-1. Ord. 93-14, 9-28-1993].

“Weeds” means all grasses, annual plants and vegetation, other than trees or shrubs; however, this term shall not include cultivated flowers and gardens.

8.10.020 Public nuisances defined.

The following specific acts, omissions, conditions and things in or upon any private lot, building, structure or premises, or in or upon any public right-of-way, streets, avenue, alley, park, parkway or other public or private place in the city are hereby declared to be public nuisances, to wit:

A. Privies, vaults, cesspools, sumps, pits or like places which are not securely protected from insects or rodents, or which are foul or malodorous, or which are not securely closed and protected or, if necessary, illuminated so as to prevent persons or objects from falling therein. Also included are septic tanks and other alternative disposal systems which are no longer in use due to connection of a property to the city wastewater system, and which are required to be abandoned pursuant to SCC [13.15.030\(E\)](#);

B. Filthy, littered or trash-covered exterior areas, including all buildings and structures thereon and areas adjacent thereto; including, but not limited to, accumulations of litter, glass, cans, bottles, wood, metal, plastic, rags, boxes, paper, tires, auto parts; unused, inoperable, worn out or discarded appliances or other household items; lumber, scrap iron, tin and other metal not neatly piled, or anything whatsoever that is or may become a hazard to public health and safety, or that may harbor insect, rodent or vermin infestation, or which may create a fire hazard. This subsection shall not be deemed to include items kept in covered bins or metal receptacles approved by the County Health Officer or this Code or any other ordinance of the City;

C. Animal manure or waste in any quantity which is not securely protected from insects and the elements, or which is kept or handled in violation of any ordinance of the city or Coconino/Yavapai Counties; provided, however, that nothing in this subsection shall be deemed to prohibit the utilization of such animal manure on any farm, garden or ranch in such manner and for such purposes as are compatible with customary methods of good husbandry;

D. Any landscaping, visible from public property, that is substantially dead, damaged, or characterized by uncontrolled growth, or presents a deteriorated appearance, or which presents a fire hazard; uncultivated plants, weeds, tall grass, uncultivated shrubs or growth (whether growing or otherwise) higher than twelve (12) inches; or any dead trees; Poison oak, poison ivy, or any noxious or toxic weeds or uncultivated plants (whether growing or

~~otherwise), weeds, tall grass, uncultivated shrubs or growth higher than 24 inches or which present a fire hazard;~~

~~E. Accumulations of bottles, glass, cans, ashes, small pieces of scrap iron, wire, metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster and all other trash and abandoned material, unless the same be kept in covered bins or metal receptacles approved by a county health officer, this code or any ordinance of the city;~~

~~F. Accumulation of trash, litter, rags, empty barrels, boxes, crates, packing cases, mattresses, bedding excelsior, packing straw, packing hay, or other packing material, lumber not neatly piled, scrap iron, tin, and other metal not neatly piled or anything whatsoever in which insects may breed or multiply or which provides harborage for rodents or which may create a fire hazard;~~

~~GE.- Any dangerous, deteriorated, abandoned, partially destroyed or unfinished building, addition, or other structure, and any vacated or abandoned building not securely closed at all times. Any unsightly and dangerous building, billboard or other structure, or any old abandoned or partially destroyed building or structure, or any building or structure commenced and abandoned;~~

~~1. All unsecured window and door openings must be permanently secured to prevent entry by unauthorized persons.~~

~~2. Any wood, metal or other material used for securing a vacated or abandoned building must be compatible with the color of the building.~~

~~4.3. If the owner fails or refuses to properly secure the building or structure the city may, at the expense of the owner, complete the work by contract and the owner shall be liable for all costs incurred.~~

~~HE.~~ Any abandoned vehicle or junk vehicle and all places used or maintained as junk yards or dumping grounds, or for the wrecking, dissembling, repair or rebuilding of automobiles, trucks, tractors or machinery of any kind, or for the storing or leaving of worn out, wrecked or abandoned automobiles, trucks, tractors or machinery of any kind or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which said places are kept or maintained so as to interfere with the comfortable enjoyment or the quality of life or property by and of others; provided, however, that nothing contained in this subsection shall be deemed to prohibit any automobile

wrecking yard or other junk yard where the same is otherwise permitted by the city zoning ordinance and amendments thereto, which is operated in conformity therewith;

~~I~~G. Any putrid, unsound or unwholesome bones, meat, hides, skins, or the whole or any part of any dead animal, fish or fowl, butcher's trimmings and offal, or any waste vegetable or animal matter in any quantity, garbage, human excreta, sewage or other offensive substances accumulated on private or public property; provided, however, nothing herein contained shall prevent the temporary retention of waste in receptacles in the manner provided by a county health officer, this code or ordinance of the city;

~~J~~H. The erection, continuance or use of any building, room or other place in the city for the exercise of any trade, employment or manufacture which, by noxious exhalations, including, but not limited to, smoke, soot, dust, fumes or other gases, offensive odors or other annoyances, which is discomforting or offensive or detrimental to the health of individuals or of the public, except for normal exhalation or smoke produced by normal heating devices;

~~K~~I. Causing, allowing or permitting any artificial illumination of such intensity as to interfere substantially and unnecessarily with the use and enjoyment of public or private property by a considerable number of people, or with the lawful use of any school, public place or public street, or with any governmental or public function of the city, or as to constitute a hazard or threat to the public health, safety and welfare of the people of Sedona; provided, this subsection shall not apply where the person responsible for said artificial illumination is authorized by the city manager, any school within the city, this code or any ordinance of the city;

~~L~~J. Burning or disposal of refuse, sawdust or other material in such a manner as to cause or permit ashes, sawdust, soot or cinders to be cast upon the streets or alleys of the city, or to cause or permit the smoke, ashes, soot or gases arising from such burning to become annoying to a considerable number of people, or to injure or endanger the health, comfort or repose of the persons; provided, that this subsection shall not apply where the person responsible for the action has properly obtained a fire permit from the Sedona fire district or a permit from a county health officer; provided further, that nothing herein contained in this subsection shall be deemed to authorize any burning not authorized under the provisions of this code or the ordinances of the city, except for normal exhalation or smoke produced by normal heating devices;

MK. Any unguarded or abandoned excavation, pit, well or hole dangerous, injurious or harmful to life or property;

NL. To leave or permit to remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under the control of any person and in a place accessible to children, any abandoned, unattended or discarded ice box, freezer, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said ice box, freezer, refrigerator or container;

OM. The doing of any act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or other thing either unlawfully interferes with, obstructs or tends to obstruct or renders dangerous the free passage or use, in the customary manner, of any stream, public park, parkway, square, sidewalk, street or highway in the city and is no less a nuisance because the extent of the annoyance or damage inflicted is unequal. [Code 2006 § 9-2-2. Ord. 93-14, 9-28-1993].

N. On residentially zoned properties: any construction, commercial, or other equipment, machinery, or materials except that construction equipment, machinery or material which is temporarily kept within or upon the property for and during the time such equipment, machinery or material is required for the construction or installation of improvements or facilities on that property. However, in no event shall the construction equipment, machinery or materials be in the front or side yard areas visible from a public street for any period of time in excess of twelve (12) consecutive months or twelve (12) nonconsecutive months in any eighteen-month period.

O. On residentially zoned property, any business or activity which dismantles, disassembles, builds, remodels, assembles, crushes, repairs, paints, washes, cleans or services motor vehicles, aircraft, motorcycles, recreational vehicles, boats or trailers owned by a person other than the property owner:

8.10.030 Litter in public places.

No person shall throw or deposit litter or place abandoned or junk vehicles in or upon any street, sidewalk or other public place within the city except in public receptacles or in authorized private receptacles for collection. [Code 2006 § 9-2-3. Ord. 93-14, 9-28-1993].

8.10.040 Depositing litter in gutters, streets and other public places.

No person shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any public or private sidewalk or driveway or any building or lot. Persons owning or occupying property or places of business shall keep the sidewalk and parkway in front of their premises free of litter. [Code 2006 § 9-2-4. Ord. 93-14, 9-28-1993].

8.10.050 Litter thrown from vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the city or upon private property. [Code 2006 § 9-2-5. Ord. 93-14, 9-28-1993].

8.10.060 Covered/secured loads.

A. A person shall not operate or move a vehicle within the city unless the vehicle load is secured or securely covered to prevent the load from dropping, sifting, leaking or otherwise escaping from the vehicle. A load includes "refuse" as defined in SCC [8.10.010](#).

B. No person shall operate a moving vehicle within the city limits unless it is free from any loose material such as sand, dirt, gravel, rocks, or mud. This requirement would not include dirt, mud, or snow picked up by the vehicle while operating on the road.

C. Notwithstanding the penalty provisions of SCC [8.10.190](#), any person found to be in violation of subsection [\(A\)](#) of this section shall on a first offense be issued a written warning if it occurs within 12 months within enactment, and thereafter be issued a civil citation in accordance with SCC [1.15.010\(D\)](#) (as amended), and, in the discretion of the court, be ordered to perform community service in addition to or in lieu of a sanction. Additional offenses within a period of 24 months shall have a minimum sanction of \$500.00. A person found in violation of subsection [\(B\)](#) of this section shall likewise be issued a civil citation, with a minimum sanction of \$100.00.

D. The provisions of this section for securing or covering loads, and maintaining the vehicle free from loose materials, applies both to the primary vehicle, and any vehicle, trailer, or carrier towed by the primary vehicle. [Code 2006 § 9-2-6. Ord. 2006-01, 1-10-2006].

8.10.070 Littering in parks.

No person shall throw or deposit litter in any park within the city except in public receptacles and in such manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or public place. Where public receptacles are not provided, all litter shall be carried away from the park by the person responsible for its presence and properly disposed of. [Code 2006 § 9-2-7. Ord. 93-14, 9-28-1993].

8.10.080 Sign walkers.

A. *Purpose and Intent.* As set forth in the Sedona community plan, the city of Sedona maintains a vision of a city that is constantly vigilant over the preservation of its natural beauty, scenic vistas, pristine environment and cultural heritage, while at the same time being a city that fosters and enhances a strong and vital economy, which preserves existing lifestyles without exploiting the natural beauty. In 2008, the Arizona State Legislature enacted A.R.S. Section [9-499.13](#), which provided that all municipalities shall allow posting display and use of sign walkers but that they may also adopt reasonable time, place and manner restrictions. Therefore, in order to respect this legislative mandate while at the same time preserving the beauty, scenic vistas and pristine environment of the city and to avoid a proliferation of such signs thereby causing undue obstruction of traffic and pedestrians, the following reasonable restrictions on sign walkers are imposed. The provisions of this article are intended to comply with the mandate of this legislation, while at the same time promoting legitimate governmental goals and concerns as previously set forth in the Sedona community plan. Specifically, these provisions are designed to further ensure that sign walker activity does not interfere with traffic and pedestrian safety, nor does it obscure the scenic beauty of Sedona's streets and highways. This section is directed solely to the regulation of the time, place and manner of certain limited forms of commercial speech with the general goal of ensuring safe unobstructed highways free from significant distractions to the motoring public in critical areas.

B. *Definition.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Business” means any individual or for-profit corporation or partnership engaged in a commercial activity designed to produce income or profit.

“Commercial message” means a message conveyed by a sign walker that is solely intended to interest, entice, or solicit any person to participate in commercial transactions with a business, including, but not limited to, offers of goods, cash, discounts on products or services, or other items, including the offering of free goods or services made in exchange for or with the intent to induce the recipient’s willingness to receive information relating to a possible commercial transaction.

“Sign walker” means a person who wears, holds, or balances a sign in order to convey a commercial message.

C.

1. *Specific Prohibitions and Appropriate Conduct for Sign Walkers.* In addition to the provisions of any other applicable term of this article, it shall be considered unlawful and a violation of this article for a sign walker to:

- a. Engage in any form of sign walking activity without having first obtained a temporary sign walker permit from the city’s community development department;
- b. Interfere with or obstruct the free passage of any pedestrian on any street or sidewalk or obstruct or otherwise impede the free movement of any person or their access to or from any public street or sidewalk. Sign walkers shall yield the right-of-way to pedestrians, bicycles and all others traveling or located on the sidewalks;
- c. Throw, place or deposit any solid waste, litter, paper, or handing out documents or handbills on any street or sidewalk or public or private place;
- d. Intentionally inflict emotional distress by verbal or physical harassment or coercion on any person;
- e. Misrepresent in any way the price, quality or nature of the product being promoted;
- f. Misrepresent the source or sponsor of any information offered or provided;
- g. Use or display a sign that is not in conformity with the height and design requirements as set forth in subsection (D) of this section; and/or
- h. Use or display a sign in an area other than the areas designated for such activity as set forth in subsections (E) and (F) of this section.

-
2. Sign walkers shall conduct themselves in accordance with the following standards:
 - a. No sign walker shall touch a person without consent during a solicitation;
 - b. No sign walker shall verbally solicit, hawk or call out to any pedestrian or to an occupant of a vehicle on a public street, whether the vehicle is moving, stopped, or parked; and
 - c. No sign walker shall throw, toss, spin or otherwise maneuver a sign while displaying it.

D. *Height and Size Requirements.* Sign walker signs shall not exceed eight feet in height when held or in place. Total sign area per sign walker shall not exceed eight square feet of sign area.

E. *Location Requirements.* Sign walkers shall only be located as follows:

1. A minimum of 30 feet from a street or driveway intersection measured from the back of the curb or edge of pavement if no curb exists.
2. At grade level, which shall mean the elevation at the location of the sign walker.
3. Shall only be located on private property that the use, activity, business, sale or advertising is being conducted with the property owner's or property manager's written approval.

F. *Prohibited Locations.* Sign walkers shall not be located:

1. In raised or painted medians;
 2. In parking aisles or stalls;
 3. In driving lanes;
 4. On public or multi-use trails;
 5. On fences, walls, boulders, planters, other signs, vehicles, utility facilities, or any other structure;
 6. Within 20 feet from any other sign walker;
 7. Within 1,500 feet of any roundabout;
-

-
8. Within any city of Sedona or ADOT public right-of-way;
 9. Within the Sedona business district as referenced by Exhibit A;
 10. In a manner that results in sign walkers physically interacting with motorists, pedestrians, or bicyclists.

G. *Display of Signs.* Signs shall be held, worn, or balanced at all times by the sign walker, and displayed only during the hours the business or use advertised is open to conduct such business.

H. *Prohibitions.* The following shall be prohibited:

1. Any form of illumination, including flashing, blinking, or rotating lights.
2. Animation on the sign itself.
3. Spinning, waving, throwing the sign in the air or any other such erratic movement intended to attract attention.
4. Violation by the sign walkers of SCC [8.10.090\(D\)](#) (off-premises canvassing).

I. *Permit Requirements.* Each business or commercial location conducting sign walker activity shall have a permit issued by the department of community development subject to the following standards:

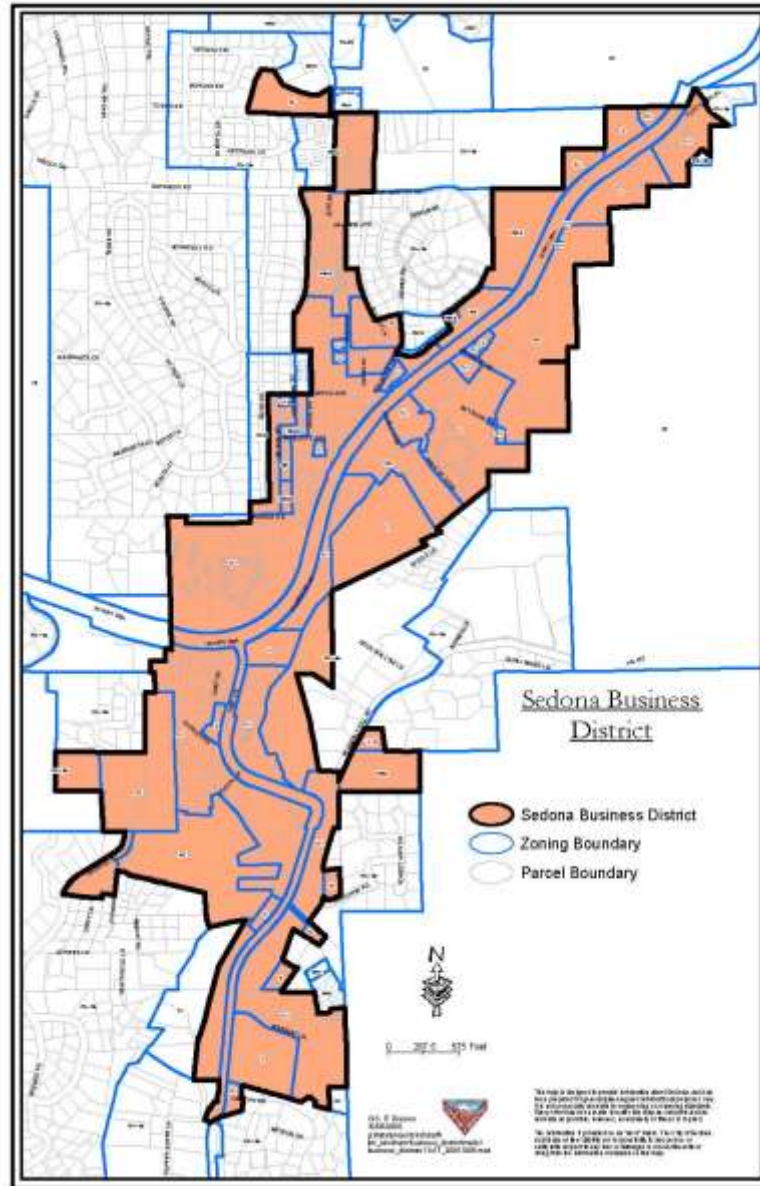
1. No more than two sign walkers per business location.
2. Each business shall be allowed four sign walker permits per calendar year, not to exceed 10 consecutive days per each permit.
3. Sign walker permits shall only be issued for business uses that are located within the Sedona city limits.
4. Each sign walker permit will be subject to a \$150.00 permit.

J. *Exemptions.*

1. Political or noncommercial messages.

2. Special events that are issued temporary use permits by the department of community development.

Exhibit A



[Code 2006 § 9-2-8. Ord. 2008-14, 12-9-2008].

8.10.090 Off-premises canvassing.

A. *Findings and Purpose.* This section is based on the following findings and purposes:

1.

a. Because of the proliferation of off-premises solicitation locations, particularly within the Sedona business district, and the fact that the volume of such activities has resulted in numerous complaints by pedestrians and tourists about the aggressive and persistent actions of such persons attempting to engage them in a conversation in order to consummate a business transaction, it is the intent of this section to preserve and protect the unique charm and small town character of the Sedona business district, which serves as a major attraction to millions of tourists each year.

b. The city is committed to maintaining its small town character, scenic beauty and natural resources, which are the foundation of its economic strength and quality of life. (Sedona Community Plan Section 9.2, Recommendations Goal 1.0). These essential components of the city's attractiveness to residents and visitors have been severely impaired by the practice of aggressive off-premises canvassing, particularly as practiced in the central tourist destination of the Sedona business district.

c. Between 1996 and 2002, the city received copies of more than 150 written complaints as well as indications of numerous additional verbal complaints from visitors to the city regarding the aggressive off-premises canvassing activities conducted in the Sedona business district. A number of the complaining visitors described these activities as ruining the special character of the city which was their reason for visiting and expressed their determination not to return to the city because the aggressive off-premises canvassing had destroyed its attractiveness as a place to visit.

d. This section is therefore directed solely to the regulation of the time, place and manner of certain limited forms of commercial speech with the general goal of requiring that person-to-person solicitation activities initiated by businesses or their representatives and directed toward the traveling public in the Sedona business district are confined to enclosed structures or on the actual business premises of the soliciting entity. This section is not intended to regulate any form of speech other than speech designed to do no more than propose a commercial transaction. Neither is this

section intended to prohibit in any way the rights of the traveling public to inquire or seek information or initiate simple transactions from outside an enclosed structure.

e. Given the unique commingling of both public and privately owned sidewalks throughout the Sedona business district which are equally accessible without restriction by tourists and pedestrians, the purposes of this section can only be made effective if the restrictions contained herein are applied to both public and private sidewalks.

2. Tourism is essential to the city's fiscal strength. Sedona's "friendly, small town environment" has historically played a substantial role in making it an attractive tourist destination, by making the city a "gateway community" – such as a place to which visitors may come "to escape the congestion, banality, and faster tempo of life in the suburbs and cities." (Sedona Community Plan Update 2001-2002 Draft March 2002, Part 15.1.) In 1996, it is estimated that between \$77,200,000 and \$85,100,000 in retail sales was attributable to visitor spending, and taxable visitor retail, lodging, and service industry expenditures were between \$138,200,000 and \$152,300,000, representing over 60 percent of all taxable expenditures in these categories. In fiscal 2000-2001, the city collected approximately \$1,400,000 in bed taxes and \$2,900,000 in city sales tax. Tourism is also the city's leading employer, accounting for 1,600 jobs in direct employment and 800 jobs in indirect and induced employment. (Sedona Community Plan Update 2001-2002 Draft March 2002, Part 15.1.) Because the Sedona business district is a critical component of the city's entire sales tax base, this section is further designed to protect the economic viability of this area by ensuring a pleasurable outdoor shopping experience uninhibited by repeated personal sales solicitations for the millions of tourists, which visit the area each year.

3. This section is further designed to:

- a. Protect local residents and visitors against unreasonable interference or disturbance of their peace or obstruction of their free travel on city streets and sidewalks within the Sedona business district from the conduct of OPC solicitors;
- b. Ensure that persons engaging in off-premises canvassing do not misrepresent the nature of the products that they are promoting or the identity of the business that is promoting the products and to provide a means for regulating such activities and enforcing the provisions of this section;

c. Establish an OPC ombudsman to assist the city and visitors in addressing and resolving complaints on OPC activities in an appropriate and effective manner.

B. *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Business” means any commercial activity in which any real property, timeshare interests, goods, services or edibles are sold or offered for sale or for rent within the corporate limits of the city.

“Business agent” means the employee, representative, agent, or solicitor of any business.

“Edibles” means any food or beverage intended for human consumption.

“Enclosed structure” means a structure having a roof and supported by column or walls. Enclosed structure does not include any sidewalks under a roofed area.

“Goods” means any tangible item, including, but not limited to, edibles, merchandise, products, supplies, coupons, pamphlets, brochures, and maps.

“Off-premises canvassing” or “OPC” means person-to-person efforts initiated by a business agent solely intended to interest, entice, or solicit any person to participate in commercial transactions with a business, including, but not limited to, offers of goods, cash, discounts on products or services, or other items, including the offering of free goods or services made in exchange for or with the intent to induce the recipient’s willingness to receive information relating to a possible commercial transaction, except when done entirely within an enclosed structure.

“OPC employer” means any business or other person who directly hires or otherwise contracts with an OPC solicitor to conduct OPC activities on its behalf.

“OPC solicitor” means any person engaged in off-premises canvassing.

“Product” means the real property, timeshare interests, goods, edibles or services sold or offered for sale or rent.

“Real property comprising the primary business of a resort or commercial lodging establishment” means only that portion of real property owned by a resort or commercial lodging establishment which is used exclusively for resort or commercial lodging activity. Such

activity includes only the providing of lodging or ancillary services to the provision of lodging for the benefit of the establishment's guests.

"Sedona business district" means that area depicted on the city of Sedona business district map.

"Sidewalk" means any outside walkway, public or private, used by pedestrians.

"Street" means all that area dedicated to public use for public street purposes and is within the jurisdiction and control of the city or the Arizona Department of Transportation and shall include, but not be limited to, public roadways, parkways and alleys.

C. *Limitations on Off-Premises Canvassing Activity.* No person shall engage in off-premises canvassing within the Sedona business district except on real property comprising the primary business of a resort or commercial lodging establishment.

D. *Signage.*

1. It shall be unlawful for any person, company, corporation, OPC solicitor or OPC employer or entity engaged in the procurement of prospective customers for sales solicitation, presentation or substantially similar activity to identify or advertise itself by means of any sign that utilizes the following phrases or substantially similar phrases: "tourist information," "tourist center," "visitor information," "information center," "activity center," or "activity information" unless:

a. The identity of the business is disclosed on the face of the sign in letters of sufficient size to be clearly readable to the public, but in no event less than 50 percent of the average size of the sign text, whichever is larger; and

b. The words "sales solicitation" are caused to be printed within 30 days after October 10, 2002, and thereafter remain in an unobscured manner, in at least clearly readable three-fourths-inch block letters within two feet of aforementioned signage concerning tourist or visitor information either on the doors to the building, or on the exterior wall of the building immediately adjacent to the door; or, if the business operates from a booth within another business establishment, the same shall be printed on the front panel of the booth in a location clearly and consistently visible to any persons passing by.

c. The following notice is provided in clearly visible and readable three-fourths-inch block letters on the doors of the building, or on the exterior wall of the building immediately adjacent to the doors or on any booth referred to in subsection [\(D\)\(1\)\(b\)](#) of this section:

Complaints or concerns about sales solicitation activity may be reported to the Sedona Sales Solicitation Hot Line by calling: 928-***-****.

(Asterisks represent a phone number to be established by the city.)

2. Such signs shall comply in all material respects with any ordinances or rules specifying signage standards within the city.

E. *Specific Prohibitions and Appropriate Conduct.*

1. In addition to the provisions of any other applicable term of this article, it shall be considered unlawful and a violation of this article for an OPC solicitor to:

- a. Interfere with or obstruct the free travel or passage of any pedestrian on any street or sidewalk or obstruct or otherwise impede any person's free movement or access to or from any public street or sidewalk;
- b. Throw, place or deposit solid waste, litter, paper, documents or handbills on any street or sidewalk;
- c. Intentionally inflict emotional distress by verbal or physical harassment or coercion on any person;
- d. Misrepresent in any way the price, quality or nature of the product being promoted;
- e. Misrepresent the source or sponsor of any information offered or provided;
- f. OPC solicitors shall conduct themselves in accordance with the following standards:
 - i. No OPC solicitor shall touch a person without consent during a solicitation;
 - ii. No OPC solicitor shall solicit using any offensively loud sound, vociferous speech, boisterous conduct or profane or vulgar language;

iii. No OPC solicitor shall solicit an occupant of a vehicle in a public street whether the vehicle is moving, stopped, or parked.

F. *OPC Ombudsman/Review Board.*

1. An OPC ombudsman shall be appointed by the city council to address and refer written complaints concerning OPC solicitors or activities to the appropriate party (the complained of business, the OPC review board, code enforcement, and the like) with any recommended actions.

a. Copies of any written complaints or complaints received through the solicitation hotline concerning OPC solicitors or activities received by the city shall be forwarded to the OPC ombudsman on at least a weekly basis.

b. The OPC ombudsman shall have the authority to make one of the following recommendations:

i. That the complaint appears to be without merit, frivolous or without sufficient information to decide otherwise; and that no action is recommended;

ii. That the business or entity referred to in the complaint should handle the matter and provide sufficient documentation to the OPC ombudsman that the issue was addressed;

iii. That the complaint be sent to the OPC review board for further investigation and possible action pursuant to subsection [\(F\)\(2\)](#) of this section.

c. All recommendations made by the OPC ombudsman shall be in writing and copies thereof shall be forwarded to the business that was referred to in the complaint or to the OPC employer if identified and to the city. Further, a copy of the complaint itself shall accompany the OPC ombudsman's written recommendation that is sent to the business entity and, if possible, the OPC ombudsman shall communicate any action or resolution of the problem to the complaining party.

2. An OPC review board shall be established and appointed by majority vote of the city council for a test period of one year from date of enactment to address, review, investigate and refer written complaints concerning violations of this section related to OPC solicitors or activities to the city attorney with any recommended actions. The OPC review board

shall be made up of three persons consisting of a representative from each of the following organizations: the Sedona Main Street Program; the Sedona Oak Creek Chamber of Commerce; and the Sedona Timeshare Developers. An alternate representative from the Sedona Timeshare Developers shall also be appointed and shall be from a business other than the duly appointed timeshare representative and shall serve on the board concerning any complaints that may involve the employer of the primary timeshare representative. Both the timeshare representative and his or her alternate shall be from management rather than from the front-line sales force. The city council shall receive and review input from these organizations with regard to the appointment of the OPC review board. At the end of the test period, the OPC review board may be extended for a period of time determined by majority vote of the city council.

a. The OPC review board shall have the authority to make the following recommendations:

i. That a complaint appears to be without merit, frivolous, or without sufficient information to decide otherwise; and that no action is recommended.

ii. That formal review is required according to the following procedures:

(A) The OPC review board issues a formal inquiry to the business or entity referred to in the complaint.

(B) The business or entity referred to in the complaint provides a formal answer to the OPC review board within five business days of receipt of formal inquiry.

iii. The OPC review board reviews and investigates any response received by the business or entity in question. Upon review, the OPC review board may do the following: recommend to the city attorney that no further action is necessary on the complaint; find that the business or entity referred to in the complaint handled the matter by addressing concerns to the satisfaction of the OPC review board and that further prosecution is not recommended. Notice of such recommendation shall be given to the city attorney and to the complaining party. Recommend that the complaint be forwarded to the city attorney for consideration of further action pursuant to subsections [\(G\)\(1\)](#) through [\(4\)](#) of this section.

3. The above procedures and any recommendations made by the OPC review board are advisory in nature and in no way limit the ultimate discretion of the city code enforcement office or the city attorney in determining whether or not to file or when to file civil or criminal charges.

G. *Violations and Penalties.*

1. Any responsible OPC employer and each responsible OPC solicitor shall be jointly and severally liable for any violations of this article.
2. Any violation of the terms of this article shall be punishable by a civil fine up to \$500.00 per occurrence for an OPC employer, and up to \$250.00 per occurrence for a responsible OPC solicitor, or in the alternative one or both parties may be prosecuted as a class 1 misdemeanor. Repeat violations within any 30-day period may be punishable by a civil fine of up to \$1,000 per OPC employer violation, and \$500.00 per OPC solicitor violation, or as a class 1 misdemeanor. In addition, the city may bring suit for injunctive relief where warranted.
3. The code enforcement division of the community development department is charged with the implementation and enforcement of this article.
4. Alternatively, based on a recommendation from the OPC review board or in its own discretion, the code enforcement division may provide one written warning to any offending OPC solicitor or OPC employer. [Code 2006 § 9-2-9. Ord. 2002-10, 9-10-2002; Res. 2002-24; Ord. 2003-15, 7-22-2003; Res. 2005-18, 5-24-2005; Ord. 2005-08, 6-24-2005].

8.10.100 Dropping litter from aircraft.

No person in any aircraft shall throw out, drop or deposit within the city any litter, handbill or any other object. [Code 2006 § 9-2-10. Ord. 97-08].

8.10.110 Deposit of litter on occupied private property.

No person shall throw or deposit litter or place abandoned or junk vehicles on any occupied private property within the city, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property. [Code 2006 § 9-2-11].

8.10.120 Maintenance of litter-free premises.

The owner or person in control of any private property shall at all times maintain the premises free of litter and abandoned and junk vehicles, but this section shall not prohibit the storage of litter in authorized private receptacles for collection, or within any building when not in violation of any health, fire, building or any other regulation, ordinance, order or statute. [Code 2006 § 9-2-12].

8.10.130 Vacant lots.

No person shall throw or deposit litter or place abandoned or junk vehicles on any open or vacant private property within the city whether owned by such person or not. [Code 2006 § 9-2-13].

8.10.140 Business establishments – Receptacles.

No person occupying or employed in any business establishment shall deposit any litter in any receptacle, unless such receptacle shall be provided with a lid of sufficient weight to prevent the escape of any litter from the receptacle. This provision shall not apply to boxes, either cardboard or wooden, not less than six inches square in size, provided a receptacle shall be provided of sufficient size to prevent such boxes from being carried or deposited by the elements upon any street, alley or other public place. [Code 2006 § 9-2-14].

8.10.150 Unsightly premises.

Every person owning, managing, or having charge, control or occupancy of any real property in the city shall not allow any part of such property visible from the street or adjoining premises to become so unsightly or untidy as to substantially detract from the appearance of the immediate neighborhood or tend to threaten the safety and welfare of the immediate neighborhood. [Code 2006 § 9-2-15].

8.10.160 Junk vehicles.

All junk vehicles, or vehicles while being repaired or restored, shall be stored in an enclosed area by the owner or occupant of the property upon which such vehicle is located, so as not to be visible from any point outside of the property upon which the vehicle is stored or parked. [Code 2006 § 9-2-16].

8.10.170 Abandoned vehicles.

- A. No person shall abandon a vehicle upon any street or highway or on any other public land or private property.
- B. The chief of police, or his designee, is hereby authorized to cause the removal, storage and disposition of abandoned vehicles on public or private property within the corporate limits of the city in accordance with A.R.S. Section [28-4801](#) et seq. [Code 2006 § 9-2-17].

8.10.180 Abatement of nuisances.

A. Any public nuisance committed under this article may be abated in any manner provided by law. [Code 2006 § 9-2-18].

B. Temporary abatement. If it is determined that a nuisance is a hazard to the public safety and health, the City Manager or duly authorized agent may declare such structure a hazard with great potential for actual and serious physical harm. After notice is communicated to any owner of record to secure the structure and the owner does not secure the structure to City

specifications, the hazard may be summarily abated by the City through boarding. Any and all charges and costs arising from the City taking action to secure the structure shall be a lien filed against the real property containing such a structure.

C. Emergency abatement. Notwithstanding any other provision of this Chapter if, in the opinion of the City Manager or designee, the conditions at a property constitute an imminent hazard, the City Manager may order immediate abatement of the hazard without notice. Such abatement of an imminent hazard shall be limited to the minimum work necessary to remove the hazard. The City shall cause a lien to be recorded with the County Recorder's office for the cost and expense of such abatement. Whenever the City finds that any structure contains an imminent hazard or health hazard, the City Manager or his designee may declare such structure unfit for human occupancy and order it to be vacated or to remain vacant. A structure declared unfit for occupancy and ordered vacated or to remain vacant under the provisions of this section shall not be leased, rented or occupied until it has been inspected and deemed fit for occupancy by the City.

8.10.190 Penalties.

Any person, whether as principal, owner, agent, tenant, employee or otherwise who violates any provision of this article, or fails to comply with any provision of this article, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable as provided in SCC [1.15.010](#). The conviction of any person hereunder shall not relieve such person from the responsibility to correct such violation, nor prevent the enforcement, correction or removal thereof in any manner authorized by law. Every day that a nuisance is permitted to exist, or caused to continue to exist under this article, shall be deemed a separate violation. [Code 2006 § 9-2-19].

Article II. Abatement of Rubbish and Dilapidated Structures

8.10.200 Definitions.

For purposes of this article, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

“Dilapidated” means in a state of disrepair or ruin as a result of age, misuse or neglect.

“Litter,” “private premises,” “public place,” “refuse,” “rubbish,” “streets” or “road,” as defined in SCC [8.10.010](#).

“Property” includes buildings, grounds, lots and tracts of land.

“Structures” includes buildings, improvements and other structures that are constructed or placed on land. [Code 2006 § 9-3-1. Ord. 2010-19 § 1, 12-14-2010; Res. 2010-34 Exh. A, 12-14-2010].

8.10.210 Abatement.

A. The owner, lessee, or occupant of property is required to remove rubbish, trash, weeds or other accumulation of filth, debris or dilapidated structures which constitute a hazard to public health and safety from buildings, grounds, lots, contiguous sidewalks, streets and alleys.

B. Written notice shall be served on the owner, or statutory agent, and to the occupant or lessee, by certified mail or personal service, to comply with this section within 30 days. The notice shall include the legal description and street or mailing address of the property, and a cost for removal or compliance estimated by the city. It may also include a list of contractors or professional services that are available to abate the violation. The notice may be recorded in the county recorder’s office in the county in which the property is located. If compliance is subsequently satisfied, the city will record a release.

C. If the owner, lessee, or occupant does not remove the rubbish, trash, weeds, filth, debris or dilapidated structures, and abate the condition that constitutes a hazard to public health and safety, the city may at the expense of the owner or occupant, remove, abate, ~~enjoin~~ or cause ~~their~~ the removal thereof and the owner of record shall be liable for all costs incurred. The actual costs of removal, injunction, or abatement, including any additional inspection, associated legal costs, and other incidental connected costs, shall become an assessment upon the property, unless the owner, occupant, or lessee reimburses the city for the costs of abatement within ~~40-30~~ days of notice of the amount. If not paid, the assessment shall be recorded and enforced as a lien on the property as provided in ARS [9-499](#) (as amended).

D. The owner(s) of record, as recorded in the Coconino or Yavapai County Recorder's Office, may be presumed to have lawful control over any building or parcel of land.

~~D~~E. The owner, occupant, or lessee may request a hearing before the city council as to either the original notice of violation, or of the assessment, as long as the request is made prior to the expiration of the time periods for compliance or payment. The city council may reverse, modify, or affirm the notice and assessment. Unless the notice and assessment are dismissed by the city council, it shall set a new date for compliance or payment. The decision of the city council on such appeal shall be final. [Code 2006 § 9-3-2. Ord. 2010-19 § 1, 12-14-2010; Res. 2010-34 Exh. A, 12-14-2010].

8.10.215 Court-ordered abatement.

A. In addition to any other abatement procedure provided in this chapter, the city manager or designee or the city prosecutor, in the name of the City of Sedona, may apply to the municipal court for an order permitting the city to abate any condition that constitutes a violation of this chapter.

B. After notice to the owner and any responsible party, the judge or court hearing officer shall conduct a hearing. The hearing shall be informal and open to the public. Evidence may be taken from any interested party and considered in determining whether a condition in violation of the code exists and what, if any, abatement action should be permitted. Any person who fails to appear after notice of the hearing may be deemed to have waived any right to introduce evidence. The court's determination shall be based on the preponderance of evidence.

C. Upon finding that abatement is appropriate, the court may order securement, cleanup or any other action the court deems reasonably necessary to correct the violation(s).

D. The reasonable costs of any abatement permitted by the court's order shall be the responsibility of the owner and may be collected as provided in this chapter.

E. Any party may appeal the judgment of the court to the superior court. Appeals from civil proceedings shall be in accordance with the Superior Court Rules of Appellate Procedure-Civil, or its successor statutes, if any. Appeals from criminal proceedings shall be in accordance with Superior Court Rules of Appellate Procedure-Criminal, or its successor statutes, if any. Execution of any judgment shall be stayed pending appeal when the defendant posts an appeal bond in accordance with the order of the trial court, or when no bond is fixed, and a notice of appeal has been filed.

8.10.220 Penalty for dumping.

A. Any person, firm, or corporation that places any rubbish, trash, filth or debris upon any private or public property not owned or under the control of that person, firm or corporation is guilty of a class 1 misdemeanor, or a civil violation enforced through Chapter [1.15](#) SCC, and, in addition to any fine or penalty which may be imposed, is liable for all costs which may be assessed as set forth in SCC [8.10.210](#) for removing, abating, or enjoining the rubbish, trash, filth or debris.

B. The city code enforcement officer, police officer, or prosecutor may file criminal or civil charges to enforce this section. [Code 2006 § 9-3-3. Ord. 2010-19 § 1, 12-14-2010; Res. 2010-34 Exh. A, 12-14-2010].

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ADOPTING AN AMENDMENT TO THE CITY CODE CHAPTER 8.10 (LITTER) REGARDING PUBLIC NUISANCES AND ABATEMENT; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

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

Section 1. Amendment of Chapter 8.10

Chapter 8.10 (Litter) of the City Code of the City of Sedona is hereby amended by incorporating by reference those changes set forth in that public record entitled "2022 Amendments to Sedona City Code Chapter 8.10 (Litter)" and established as a public record by Resolution No. 2022-__ as though said provisions are fully set forth herein.

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of September, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2854
September 13, 2022
Regular Business**

Agenda Item: 8d

Proposed Action & Subject: Discussion/possible action regarding a Resolution and Ordinance amending the Sedona City Code Title 8 (Health and Safety) by adopting amendments to Chapter 8.05 (Article II. Garbage and Solid Waste Containment) related to sections 8.05.070 and 8.05.080 trash regulations.

Department City Attorney’s Office / Community Development

Time to Present 15 minutes

Total Time for Item 30 minutes

Other Council Meetings N/A

Exhibits
A. Resolution
B. Exhibit A to Resolution – Public Record
C. Ordinance

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	\$ 0
City Manager’s Recommendation	Approve proposed amendments to Sedona City Code relating to trash regulations.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

The purpose of Chapter 8.05 of the Sedona City Code is to encourage the proper storage of solid waste and recyclable materials by citizens of the city and prevent wildlife from accessing the contents of such containers.

The current city code was adopted in January 2021 (AB 2642) and after implementation and evaluation of the code since that time, some language has been identified as needing clarification. The proposed amendments to the wording are intended to clarify the intent of the code and make compliance easier for homeowners. The current language of the code regarding screening is conflicting, causing confusion for homeowners when determining how to store containers.

The highlights of the proposed regulations include:

- Clarify that trash containers shall be stored, between collection days, in a manner that minimizes the container’s visibility. The term “obscure” when taken literally has caused confusion and frustration for residents
- Remove duplicate wording in several different sections

Community Plan Consistent: Yes - No - Not Applicable

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: approve Resolution No. 2022-___, establishing as a public record the proposed amendment to Sedona City Code Chapter 8.05 entitled “*2022 Amendments to Sedona City Code Chapter 8.05 (Garbage and Solid Waste Containment)*.”

(After First Reading)

I move to: adopt Ordinance No. 2022-___ an ordinance of the Mayor and Council of the City of Sedona, Arizona adopting amendments to the Sedona City Code Chapter 8.05 (Garbage and Solid Waste Containment) related to trash regulations; providing for a savings clause; and providing for repeal of any conflicting ordinances.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, ESTABLISHING AS A PUBLIC RECORD CHANGES TO SEDONA CITY
CODE CHAPTER 8.05 (GARBAGE AND SOLID WASTE REMOVAL AND
CONTAINMENT).**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA that the changes to Sedona City Code Chapter 8.05 (Garbage and Solid Waste Removal and Containment) as set forth in Exhibit A "*2022 Amendments To Sedona City Code Chapter 8.05 Garbage And Solid Waste Removal And Containment, Sections 8.05.070 And 8.05.080*" and attached hereto, constitutes a public record to be adopted by reference in Ordinance No. 2022-__ pursuant to A.R.S. § 9-802.

One paper copy and one electronic copy of this public record shall be filed in the office of the City Clerk and kept available for public use and inspection.

APPROVED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 13th day of September, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Exhibit A

"2022 Amendments to Sedona City Code Chapter 8.05 Garbage and Solid Waste Removal and Containment, Sections 8.05.070 and 8.05.080."

8.05.070 Containers – General requirements.

A. Every responsible party, person or commercial or residential solid waste generator shall place, or cause to be placed, all solid waste and recycling accumulating on the private premises or business establishment in containers provided by their service provider.

B. All materials and solid waste prepared for collection shall be stored in a container provided by the service provider until removed by that service provider, unless those materials are properly prepared for a bulk waste collection service.

C. Any user of a solid waste or recycling container provided by a service provider shall be required to use and maintain the container as follows:

1. Cleaning. All containers shall be used, maintained and stored in a clean and sanitary condition.
2. The user shall bag and securely tie all putrescible material in solid waste containers, thereby maintaining the container free of intense odors, evidence of flies in any stage of development, and any other nuisance or threat to public health or safety.
3. Lids or Covers. ~~Between collection days, t~~he lids or covers of any container(s) shall at all times be kept fully closed and secure in such a manner to prevent intrusion of moisture, infestation of insects, and scattering of solid waste or recyclable materials. **Between collection days**, covers or lids shall be kept closed except when containers are being loaded or emptied.

D. It is the responsible party's obligation to properly contain solid waste or recyclable materials generated on their private premises or business establishment and to keep the area around the container continuously clear and free of all debris.

E. It shall be a violation of this chapter to overload or overfill a container. Solid waste and recycling containers shall at all times be kept in such a manner as to preclude the scattering of solid waste and recyclable materials from a container assigned to or associated with that property, private premises or business establishment. If such spilling or scattering of solid waste does occur, it shall be the immediate responsibility of the responsible party to remove and properly dispose of such spillage. For the purposes of this section, the term "property" includes adjacent private or public property or right-of-way if the solid waste has been scattered to such locations from a container assigned to or associated with the subject property.

~~F. Solid waste containers shall be placed out for collection at the edge of the right of way or street.~~

~~G.~~ No person other than a responsible party for where the container is located or the service provider where the container is located shall remove any material or solid waste from the container, place any

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material or solid waste within the container, or tamper with the container. [Ord. 2021-02 § 1, 1-26-2021; Res. 2021-03 § 1 (Exh. A), 1-26-2021].

8.05.080 Preparation for collection.

A. All residential solid waste for collection shall be prepared for collection as follows:

1. Residential solid waste and recycling containers may be placed at edge of the street, right-of-way or collection point after 12:00 p.m. on the day preceding collection. All containers must be placed so as not to interfere with pedestrian or vehicular traffic. Containers must be removed from the street, right-of-way, or collection point prior to 11:59 p.m. on the day of collection. No container shall be permanently stored in the public right-of-way without approval from the city manager or designee.

2. All solid waste and recycling containers shall be stored, between collection days, on the private premises or business establishment in a manner that minimizes the container's visibility. ~~This could be inside a garage, behind a fence, vegetation or other screening in a side yard, or otherwise obscured from view~~ from a public street. The designated collection days shall be determined by the service provider.

3. ~~Lids must be closed except when containers are being loaded or emptied.~~ All solid waste and recycling must fit securely into the container with the lid closed for collection. The lids of containers set out or used for residential solid waste or recycling collection must be ~~entirely~~ closed. No solid waste or recycling may be set or stored around the perimeter of the container.

B. The responsible party must provide sufficient containers at the private premises or business establishment to accommodate the amount of solid waste generated by the private premises or business establishment to comply with this chapter. It shall be unlawful, and no responsible party shall permit or allow the accumulation of solid waste upon any property within the city except in containers provided for the disposal of such solid waste. [Ord. 2021-02 § 1, 1-26-2021; Res. 2021-03 § 1 (Exh. A), 1-26-2021].

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ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ADOPTING AN AMENDMENT TO THE CITY CODE CHAPTER 8.05 (GARBAGE AND SOLID WASTE REMOVAL AND CONTAINMENT); PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

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

Section 1. Amendment of Chapter 8.05

Chapter 8.05 of the City Code of the City of Sedona is hereby amended by incorporating by reference those changes set forth in that public record entitled “*2022 Amendments to Sedona City Code Chapter 8.05 Garbage and Solid Waste Removal and Containment, Sections 8.05.070 and 8.05.080*” and established as a public record by Resolution No. 2022-___ as though said provisions are fully set forth herein.

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of September, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 2857
September 13, 2022
Regular Business**

Agenda Item: 8e

Proposed Action & Subject: Discussion/possible action regarding an Ordinance amending the Sedona City Code Title 1 (General Provisions) by adopting amendments to Chapter 1.15 (Penalties) adding a new Section 1.15.030 related to recording violations against real property.

Department City Attorney’s Office / Community Development

Time to Present 15 minutes

Total Time for Item 30 minutes

Other Council Meetings N/A

Exhibits A. Ordinance
B. Exhibit A to Ordinance

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	
		\$ 0	
City Manager’s Recommendation	Approve proposed amendments to Sedona City Code relating to Penalties for violations.	Amount Budgeted	
		\$ 0	
		Account No. N/A (Description)	
		Finance <input checked="" type="checkbox"/>	
		Approval	

SUMMARY STATEMENT

Background:

The proposed amendment for consideration by the Council is to adopt a process for recording a notice of violation against real property under the General Provisions section of the City Code. This process is currently outlined under the Public Nuisance section of the code (Chapter 8, Article II), which is specific to that section only. This amendment would allow the City to record a notice of violation against real property for such violations as building without a permit when construction or renovation work is done on a property without permits or inspections.

There are instances where an owner will do modifications to a residence or structure without a building permit and “flip” or sell the property before the City can work with the owner to bring it into compliance, making it difficult to make a new owner come into compliance or leaving a new owner unaware of the violation and need to correct the issue. Recording the violation with the County Recorder’s Office will make the buyer aware when it is discovered in the title search during the sales process. The purchaser will then need to work with the seller to remedy the violation prior to sale or accept responsibility for the condition and agree to bring the property

into compliance with the Sedona Land Development and International Building Codes by submitting an affidavit to the City to that effect.

Community Plan Consistent: Yes - No - Not Applicable

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

(After First Reading)

I move to: adopt Ordinance No. 2022-__ an ordinance of the Mayor and Council of the City of Sedona, Arizona adopting an amendment to the Sedona City Code Chapter 1.15 (Penalties) related to recording of violations against real property; providing for a savings clause; and providing for repeal of any conflicting ordinances.

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ADOPTING AN AMENDMENT TO THE CITY CODE CHAPTER 1.15 (PENALTIES) BY ADDING SECTION 1.15.030; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

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

Section 1. Amendment of Chapter 1.15

That those changes to Sedona City Code Chapter 1.15 (Penalties) set forth in the attached **Exhibit A**, and incorporated herein by this reference, are hereby officially adopted amending City Code Chapter 1.15 by adding Section 1.15.030 (Recording a violation).

Section 2. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 13th day of September, 2022.

Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

EXHIBIT A

Chapter 1.15

PENALTIES

Sections:

1.15.010 Penalties.

1.15.020 Collection fees.

1.15.030 Recording a violation.

1.15.030 Recording a violation.

The city may record a notice of violation against any real property with the County Recorder's Office for a violation of Sedona City Code or Land Development Code. A recorded notice of violation shall run with the land and shall constitute notice, for all purposes of this Chapter, to all persons or entities thereafter acquiring an interest in the property. Failure to record a notice of violation shall not affect the validity of the notice as to persons who receive the notice. When the property is brought into compliance, a satisfaction of notice of violation shall be filled at the request of the owner or responsible party.



**CITY COUNCIL
AGENDA BILL**

**AB 2571
September 13, 2022
Regular Business**

Agenda Item: 8f
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, January 26, 2022, February 8, 2022, February 22, 2022, March 8, 2022, April 12, 2022, April 26, 2022, May 10, 2022, May 24, 2022, June 14, 2022, June 28, 2022, July 12, 2022, August 9, 2022, August 23, 2022
Exhibits	None

City Attorney Approval	Reviewed 09/06/22 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	For information and discussion 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, if necessary.

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 may present up-to-date information on COVID-19 related data and regulatory changes.

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.