

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

REVISED

TUESDAY, JANUARY 23, 2024

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

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - December 13 & 14, 2023 Special City Council Regular Meeting.
- Minutes - January 8, 2024 City Council Special Meeting - Executive Session.
- Minutes - January 9, 2024 City Council Special Meeting - Executive Session.
- Minutes - January 9, 2024 City Council Regular Meeting.
- Minutes - January 16, 2024 City Council Special Meeting - Executive Session.
- AB 3030 Approval of appointment of Anette Spickard as City Manager and approval of employment contract.

4. APPOINTMENTS - None.

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

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

- Introduction of K9 Sam and Officer Beers.

8. REGULAR BUSINESS

- AB 3027 **Discussion/possible direction/action** regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.
- Discussion/possible action** regarding future meeting/agenda items.

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:

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

10. ADJOURNMENT

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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



Page 2, City Council Meeting Agenda Continued

Posted: 01/22/2024

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.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Action Minutes
Special Meeting - City Council Retreat
Sedona City Hall, 102 Roadrunner Drive
Wednesday, December 13, & Thursday, December 14, 2023, 8:00 a.m.

1. Call to Order

Mayor Jablow called the meeting to order at 8:00 a.m.

2. Roll Call

Roll Call: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, Councilor Jessica Williamson.

Staff in attendance (in person): City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Director of Financial Services Cherie White, Human Resources Manager Brenda Tammarine, Director of Public Works/City Engineer Kurt Harris, Transit Administrator Robert Weber, Web Content Manager Rob MacMullan, Communications Manager Lauren Browne, Assistant Director of Public Works Sandy Phillips, Housing Manager Shannon Boone, Sustainability Manager Bryce Beck, Special Initiatives Coordinator Kegn Moorcroft, Short Term Rental Specialist Teresah Arthur, IT Director Chuck Hardy, Police Chief Stephanie Foley, Deputy Police Chief Ryan Kwitkin, Police Lieutenant Erin Loeffler, Director of Community Development Steve Mertes, Principal Planner Cynthia Lovely, Parks & Recreation Manager Josh Frewin, and City Clerk JoAnne Cook.

3. Special Business

a. Discussion/possible direction regarding the following:

- i. Overview of Retreat Schedule**
- ii. Budget & Finance Overview including Revenue Projections.**

Presentation by Cherie White.

Questions and comments from Council.

Break at 8:59 a.m. Reconvened at 9:08 a.m.

iii. Request for mid-year wage adjustment for city staff.

Presentation by Karen Osburn.

Questions and comments from Council.

Unanimously, Council agreed with the city manager's recommendation to give all staff, with the exemption of contract staff and staff hired after June 30, 2023, a 2.5% mid-year salary increase, effective the first pay period in January 2024.

iv. Review of Status/Accomplishments/Next Steps for Existing Priorities including the following (Wednesday, December 13, 2023 beginning at 8:00 a.m.):

- 1. Traffic Improvements (SIM)**
- 2. Transit**
- 3. Affordable/Workforce Housing & Homelessness**
- 4. Sustainability/Climate Action**
- 5. Citizen Communication/Relations**
- 6. Manage Impacts from Short Term Rentals**
- 7. Broadband**
- 8. Emergency Preparedness**
- 9. Trailhead Congestion/Impact to Neighborhoods**

10. **Community Plan Update**
11. **Cultural Park/Other Property Acquisition**
12. **Accelerate Ranger Station Park Buildout**
13. **Creation of City Tourism Bureau**
14. **Environmental Impact Statement/Assessment on OHVs**
15. **Airport**
16. **Pickleball Courts**
17. **Enterprise Resource Planning (ERP) system.**
18. **Revisit Sedona Land Development Code**

Other Projects /Initiatives:

1. **Pursue Internal Performance Audit Program**
2. **Development Impact Fee Update**
3. **Update Building Code**

Presentations by Karen Osburn, Brenda Tammarine, Andy Dickey, Kurt Harris, Sandy Phillips, Robert Weber, Shannon Boone, Bryce Beck, Lauren Browne, Teresah Arthur, Chuck Hardy, Chief Foley, Cynthia Lovely, Steve Mertes, and Josh Frewin.

Questions and comments from Council.

Break at 12:20 p.m. Reconvened at 12:56 p.m.

Questions and comments from Council.

Break at 2:49 p.m. Reconvened at 3:04 p.m.

Questions and comments from Council.

Unanimously, Council agreed to consider continued funding of the Visitor Center, for one year, with the condition of an agreement with the SCC&TB for a 50-50 split in total operational costs.

By majority consensus, Council directed staff to superimpose “Unapproved” on the Environmental Impact Study done by Kimley-Horn as Council did not agree with the conclusions, and agreed not to pursue an additional air quality study at this time.

Questions and comments from Council.

Break at 5:01 p.m., at item 3.A.iv.15, to reconvene Thursday, December 13, 2023 at 8:00 a.m.

Meeting continued at 8:00 a.m. on December 14, 2023 at item 3.A.iv.15.

Questions and comments from Council.

Unanimously, Council directed staff to identify any code impediments to the development of diversified housing, with a workforce/affordable focus, within the LDC, or other existing policy, and to bring their results back to with recommendations Council for their consideration at a future meeting.

Break at 9:26 a.m. Reconvened at 9:40 a.m.

Questions and comments from Council.

- v. **Possible/New City Council Priorities Discussion/Update; including the following: (Projected for December 14, 2023).**
 1. **Small grants program expansion.**
 2. **Include more urban design elements in capital projects.**
 3. **Consider approving lodging if significant number of workforce**

housing units are included.

4. Consider installing parking guidance technology in Uptown.
5. New Trails Coordinator position.
6. Minor improvements to Council packet.

By majority consensus, Council agreed to remove Pursue Internal Performance Audit Program off the Other Projects/Initiatives List. Councilor Furman will discuss this item with new city manager at an appropriate time.

Questions and comments from Council.

Unanimously, Council directed staff to increase the city's small grants funding from \$200K to \$350K with a minimum of 40% to be allocated to the arts, 40% to be allocated to human services, and 20% allocation to be determined by the grants committee (giving discretion to the Small Grants Committee to determine what constitutes arts applications/awards).

Questions and comments from Council.

By majority consensus, Council directed staff to assess the need for a new planning/project position, and third party design services, to assist departments in coordinating efforts to include more robust design elements in capital projects.

Unanimously, Council agreed to: 1) combine Council Agenda items #5 Summary of Current Events By Mayor/Councilors/City Manager and #8a Council Assignments to #5 on the agenda; and 2) remove the P&R update from item #5; and 3) to leave the agenda packet exhibits as is; and 4) to appoint Councilor Kinsella to reach out to the neighboring indigenous communities regarding an Indigenous Land Acknowledgement.

Break at 11:45 a.m. Reconvened at 12:25 p.m.

Questions and comments from Council.

Break at 2:10 p.m. Reconvened at 2:20 p.m.

- vi. Finalization of the 2024-2025 Work Program and changes to the Council Rules of Procedure (Projected for Thursday, December 14, 2023).

By majority consensus, Council directed staff to remove the following from the Council Priorities List:

Citizen Communication/Relations, Emergency Preparedness
Trailhead Congestion/Impact to Neighborhoods
Community Plan Update
Accelerate Ranger Station Park Buildout
Environmental Impact Statement/Assessment on OHVs

By majority consensus, Council directed staff to update the titles of the following items in the Council Priorities List:

Sustainability/Climate Action
Manage Impact/Monitor Short Term Rentals
Creation of City Tourism Bureau

By majority consensus, Council directed staff to keep Development of Impact Fee Update and Update Building Code on the Other Projects/Initiatives List and to move the following items from the Council Priorities List to this list:

Pickleball Courts
Enterprise Resource Planning (ERP) system
Revisit Sedona Land Development Code

- vii. **Items not completed on Wednesday, December 13, 2023 will be carried over to Thursday, January 14, 2023 and beginning at 8:00 a.m.**

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.

Mayor Jablow adjourned the meeting at 2:56 p.m. on December 13 & 14, 2023.

I certify that the above are the true and correct actions of the Special City Council Retreat held on December 13 & 14, 2023.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Monday, January 8, 2024, 3:00 p.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 3:02 p.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff Present item: City Manager Karen Osburn, Housing Manager Shannon Boone, and City Clerk JoAnne Cook.

Deputy City Manager Andy Dickey and Human Resources Manager Russ Martin entered the meeting at 4:38 p.m. Andy Dickey left the meeting at 5:40 p.m.

3. Executive Session

Motion: Councilor Kinsella moved to enter into Executive Session at 3:03 p.m. Seconded by Councilor Williamson. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

JoAnne Cook gave the admonition.

- a. **Interview with candidate for City Manager. Discussion and consultation regarding personnel matters per A.R.S. § 38-431.03(A)(1), specifically, to discuss the employment, and/or appointment of a person to fill the City Manager position.**

The Candidate to be interviewed is:

- i. Anette Spickard

Break at 4:00 p.m. Reconvened at 4:07 p.m.

Deputy City Manager Andy Dickey and Human Resources Manager Russ Martin entered the meeting at 4:38 p.m. Andy Dickey left the meeting at 5:40 p.m.

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

Reconvened in open session at 5:55 p.m.

4. Adjournment

Mayor Jablow adjourned the meeting at 5:55 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on January 8, 2024.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
Vultee Conference Room
106 Roadrunner Drive, Sedona, Arizona
Tuesday, January 9, 2024, 9:00 a.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 9:00 a.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff Present item: City Manager Karen Osburn, City Attorney Kurt Christianson, Housing Manager Shannon Boone, Human Resources Manager Russ Martin, Deputy City Manager Andy Dickey, Housing Coordinator Jeanne Frieder, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Kinsella moved to enter into Executive Session at 9:00 a.m. Seconded by Councilor Williamson. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

JoAnne Cook gave the admonition.

Shannon Boone entered the meeting at 9:00 a.m. and left the meeting at 9:47 a.m.

- a. Interview with candidate for City Manager. Discussion and consultation regarding personnel matters per A.R.S. § 38-431.03(A)(1), specifically, to discuss the employment, and/or appointment of a person to fill the City Manager position.**

The Candidate to be interviewed is:

- i. Anette Spickard

Break at 12:14 p.m. Reconvened at 12:54 p.m.

Russ Martin entered the meeting at 1:45 p.m. and left the meeting at 2:44 p.m.

Break at 2:44 p.m. Reconvened at 2:52 p.m.

Kurt Christianson entered the meeting at 2:51 p.m.

Andy Dickey entered the meeting at 3:00 p.m.

- b. Discussion and consultation with the City Attorney for level advice and to consider the City's position regarding pending litigation and settlement discussions in the Forest Road Eminent Domain cases. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(3) &(4).**
- c. Discussion and consultation with the City Attorney for legal advice regarding the proposed Safe Place to Park Program. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3).**

Shannon Boone and Jeanne Frieder entered the meeting at 3:34 p.m.

d. Return to open session. Discussion/possible action regarding executive session.

Reconvened in open session at 4:02 p.m.

Motion: Councilor Kinsella moved to direct staff to proceed with the next phase of candidate assessment as direction provided in executive session. Seconded by Councilor Fultz. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

4. Adjournment

Mayor Jablow adjourned the meeting at 4:03 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on January 9, 2024.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, January 9, 2024, 4:30 p.m.

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

Mayor Jablow called the meeting to order at 4:30 p.m.

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff Present: City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Housing Manager Shannon Boone, Housing Coordinator Jeanne Frieder, Facilities Manager Larry Farhat, Assistant Director of Public Works Sandy Phillips, Transit Administrator Robert Weber, Arts and Culture Coordinator Nancy Lattanzi, Police Chief Stephanie Foley, Deputy Police Chief Ryan Kwitkin, Director of Public Works/City Engineer Kurt Harris, Assistant City Attorney Monique Coady, Deputy City Clerk Marcy Garner, Community Development Director Steve Mertes, Assistant Engineer Hanako Ueda, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy Lattanzi stated the new art exhibits include artwork from Mariann Leahy and Karen Taylor. The next art exhibit will be on February 8th from 4:00 - 6:00 p.m. She introduced Song Writer and Musician Saith/Nathan Gangadean. Saith performed “Hillsides of Eden” and “Imagine”.

3. Consent Items

- a. **Minutes - December 12, 2023 City Council Special Meeting - Executive Session.**
- b. **Minutes - December 12, 2023 City Council Regular Meeting.**
- c. **Minutes - December 18, 2023 City Council Special Meeting - Executive Session.**
- d. **AB 3023 Approval of award of construction contract for PR-03C project to build out the Historic Ranger station Park Shared Use Path and Parking Lot.**
- e. **AB 3024 1) Approve acceptance of the FTA 5307 /5339 Grant award in the amount of \$199,855. 2) Approve \$35,269 to be added to the FY 2025 budget as the city’s local share to satisfy the conditions of this grant. 3) Direct staff to apply all stated FTA grant and local funding for only approved activities as specified within the grant. Councilor Furman pulled item 3d. By majority consensus, Council directed the City Attorney to pursue the inquiry with DOR of who is deemed a tax remitter vs. tax payor for short-term rentals.**

Motion: Councilor Williamson moved to approve consent items 3a-3e. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

4. Appointments - None.

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

Vice Mayor Ploog stated the Historical Society will present *Reinterpreting Sedona's History* at the apple shed at the museum on Thursday, January 11th at 10:00 a.m. Councilor Williamson reminded all that plastic bags are not an item accepted at Sedona Recycles, they can be taken to Bashas' and Safeway.

6. Public Forum

Tawn Albright, Sedona, thanked Council for their work and voiced concerns regarding short-term rentals and access to trailheads.

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

a. AB 3026 Discussion/possible direction regarding proposed Safe Place to Park program for homeless local workers and families with children enrolled in local schools.

Presentation by Shannon Boone, Jeanne Frieder, Karen Osburn, Rhonda Bishop, Executive Director of the Verde Valley Homeless Coalition, Steve Mertes, and Kurt Harris.

Questions and comments from Council

Opened to the public at 6:19 p.m.

The following spoke in favor of the proposed Safe Place to Park:

Linda Martinez, Sedona, Chip Norton Sedona and President of the Homeless Coalition, Carol Kurimsky, Sedona, Aaron Ingrao, season worker in Sedona, Michael Raney, Sedona, Sahmaia Williams, Sedona, Amaryth Gars, Sedona, Jodi Jackson, Sedona, Sean Smith, Sedona, Derek Pfaff, Sedona.

The following voiced concerns with the program and made suggestions to Council:

Laurie Moore, Sedona and Valerie Brandt, Sedona, Christian Eaton, Sedona, Crystal Star Weaver, Village of Oak Creek.

Sandra Wade, Sedona, urged Council to look at other options.

Tara Golden, Sedona, left before her time to speak.

Brought back to Council at 7:01 p.m.

Break at 7:01 p.m. Brought back to Council at 7:11 p.m.

Opened to the public at 7:11 p.m.

Grace Mansen, Sedona, spoke in favor of the program.

Brought back to Council at 7:12 p.m.

Questions and comments from Council.

Unanimously, Council directed staff to move forward with the program and to include a

fee for stay (not a monthly fee), include the rules in the packet, and to bring the program back to Council for consideration at a future meeting.

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

Mayor Jablow advised there will not be work session on Wednesday.

9. Executive Session

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

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

No Executive Session was held.

10. Adjournment

Mayor Jablow adjourned the meeting at 8:05 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on January 9, 2024.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, January 16, 2024, 10:00 a.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 10:00 a.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Vice Mayor Ploog attended telephonically.

Staff Present item: City Manager Karen Osburn, City Attorney Kurt Christianson, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 10:01 a.m. Seconded by Councilor Kinsella. Motion carried with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

- a. **Discussion/consideration regarding personnel matters per A.R.S. § 38-431.03(A)(1), specifically, to discuss the employment, and/or appointment of Anette Spickard to fill the City Manager position.**
- b. **Discussion/consideration regarding employment, assignment, and appointment of a new City Manager including the recruitment and selection process. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).**
- c. **Return to open session. Discussion/possible action regarding executive session.**

Reconvened in open session at 11:57 a.m.

Motion: Councilor Kinsella moved to direct staff to proceed with the direction provided in executive session. Seconded by Councilor Fultz. Motion carried with five (5) in favor (Dunn, Fultz, Furman, Kinsella, and Williamson) and two (2) opposed (Jablow, Ploog).

4. Adjournment

Mayor Jablow adjourned the meeting at 11:59 a.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on January 16, 2024.

JoAnne Cook, CMC, City Clerk

Date



**CITY COUNCIL
AGENDA BILL**

**AB 3030
January 23, 2024
Consent Items**

Agenda Item: 3f
Proposed Action & Subject: Discussion/possible action on appointment of Anette Spickard as City Manager and approval of an employment contract.

Department Human Resources
Time to Present NA
Total Time for Item NA
Other Council Meetings None
Exhibits Exh A. Agreement

Finance Approval	1/18/2024	<table border="1"> <tr> <td colspan="2">Expenditure Required</td> </tr> <tr> <td colspan="2">\$</td> </tr> <tr> <td colspan="2">Amount Budgeted</td> </tr> <tr> <td colspan="2">\$</td> </tr> <tr> <td>Account No.</td> <td>10-5220-01-XXXX</td> </tr> <tr> <td colspan="2">(Wage & Benefit accounts)</td> </tr> </table>	Expenditure Required		\$		Amount Budgeted		\$		Account No.	10-5220-01-XXXX	(Wage & Benefit accounts)	
Expenditure Required														
\$														
Amount Budgeted														
\$														
Account No.	10-5220-01-XXXX													
(Wage & Benefit accounts)														
City Attorney Approval	1/18/2024 CWC													
City Manager's Recommendation	Approve an employment contract for the City Manager between the City of Sedona and Anette Spickard as presented and discussed in the Executive Session, subject to the approval of the City Attorney.													

SUMMARY STATEMENT

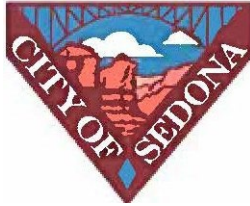
Background: On January 8 & 9, 2024, the City Council, community, and staff conducted interviews with candidate, Anette Spickard, for the position of City Manager. On January 9, 2024, the City Council agreed to offer the position to Anette Spickard. Mrs. Spickard accepted the offer of employment on January 17th, and contract terms have been agreed to between both parties. She will begin employment with the City on April 8, 2024.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve an employment contract for the City Manager between the City of Sedona and Anette Spickard as presented and discussed in the Executive Session.



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), is made and entered into effective as of the 23rd day of January 2024 ("Effective Date"), by and between the CITY OF SEDONA, ARIZONA, an Arizona municipal corporation, acting by and through its City Council ("Employer" or "City Council"), and Anette Spickard ("Employee").

RECITALS:

A. WHEREAS, Employee is an individual who has significant, education, training, and experience in local government management and who, as a member of ICMA, the International City/County Management Association, is subject to the ICMA Code of Ethics;

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

C. WHEREAS, the City is best served by a City Manager who establishes and maintains a strong partnership with the City Council and the community, and such a partnership is best achieved by the City Manager's involvement in a broad spectrum of community activities and by having a personal stake and interest in the quality of life shared by those who live in the community;

D. WHEREAS, the City Manager is an integral part of the City's emergency management team and the City Council has developed a heightened awareness of the value of having the City Manager available during the critical hours immediately following catastrophic events; and

E. WHEREAS, the City Council believes, therefore, that it is in the best interest of the community for the City Manager to reside within the geographic boundaries of the City, and recognizing the high cost of housing in the City determines that it is in the City's best interest to provide assistance in securing such housing.

AGREEMENT:

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

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

2. Term. This Agreement shall remain in full force and effect from April 8, 2024 ("start date") until terminated by the Employer or Employee as provided in Section 11 of this Agreement

(the "Term").

3. Duties and Authority. Employee agrees to perform the functions and duties of a City Manager, including those specified in the Sedona City Code, Land Development Code, Sedona Employee Manual (attached hereto and incorporated herein by this reference), and to perform other duties and functions as assigned by City Council. Except in the case of illness or prior agreement by City Council, Employee shall attend all public meetings of City Council. Employee shall faithfully, completely, and accurately carry out and perform her duties in accordance with the highest professional and ethical standards of her profession and shall comply with all ordinances, rules, policies, and regulations established or adopted by Employer from time to time. Employee will remain in the exclusive employ of Employer during the term of this Agreement. Employee will at all times uphold the tenets of the ICMA Code of Ethics

4. Residency and Relocation Expenses.

4.1 Employee shall become a resident of the City of Sedona, residing within the geographic boundaries of the City limits, within six months of the effective date of this Agreement and thereafter to maintain residence within the corporate boundaries of the City of Sedona.

4.2 Upon submittal of moving invoices/receipts within 6 months of start date, Employer shall reimburse Employee per Sedona Employee Manual Section 302 in an amount not to exceed \$10,000 for the relocation expenses of moving Employee and his/her family and personal property from McCall, Idaho to Sedona, Arizona.

4.3 Upon submittal of invoices/receipts within 1 month of start date, Employer shall reimburse Employee per Sedona Employee Manual Section 302 in an additional amount not to exceed \$1,000 in travel expenses to assist with house hunting and other facets of the transition.

5. Compensation.

5.1 Base Salary: Employer agrees to pay Employee an annual base salary of \$190,000.00 (the "Base Salary"), payable in installments in the same manner that other employees of the Employer are paid.

5.2 The City Council may increase the Base Salary and/or other benefits of Employee in such amounts and to such extent as City Council may determine, from time to time, in its sole discretion, to be desirable based on periodic performance reviews of Employee and an annual salary review made at the same time as similar consideration is given to other employees generally. This agreement shall be automatically amended to reflect any salary adjustments that are provided by City Council.

6. Health Insurance Benefits. The Employer agrees to provide and to pay the premiums for health, vision, dental, and comprehensive medical insurance for the Employee and her dependents equal to what is provided to all other city employees and based upon Employee's selection of a policy package that is available to other city employees.

7. Leave.

7.1 The Employee shall accrue flex time at the accrual rates for full-time employees as set forth in Section 503 of the Sedona Employee Manual

- 7.2 The Employee shall initially accrue vacation time at a rate of 6.16 hours per pay period up to a maximum accrual of 240 hours. Upon commencing employment, Employee shall be credited with 80 accrued vacation leave hours. Should Employee continue employment with the City beyond 3 years, Employee shall accrue vacation time at a rate of 7.70 hours per pay period up to a maximum of 300 hours.
- 7.3 The Employee shall be entitled to holidays as set forth in Section 501 of the Sedona Employee Manual.
- 7.4 The Employee shall be entitled to Arizona sick leave time, bereavement leave, military leave, jury leave, family and medical leave, worker's compensation and short-term disability as set forth in Article 5 of the Sedona Employee Manual.
- 7.5 The Employee is entitled to accrue leave in the amounts identified in Sections 7.1 and 7.2 of this Agreement and, in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all vacation time, and other benefits accrued up to the date of such termination.

8. Allowances.

- 8.1 Automobile Allowance: The Employee's duties require that she shall have an automobile for City business and such automobile shall be provided by Employee. The Employer agrees to pay the Employee, during the term of this Agreement, \$416.67 per month as a vehicle allowance to be used to purchase, lease, or own and to operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses related to the purchase, maintenance, repair and regular replacement of said vehicle.
- 8.2 Housing Allowance: During the term of this Agreement, upon Employee purchasing or leasing a property within the City of Sedona and using it as Employee's primary residence, Employer agrees to pay to the Employee a housing allowance of \$1,667.00 per month beginning the month after Employee purchases or leases the property within City limits and begins to use it as Employee's primary residence. Employee shall be responsible to pay all applicable taxes, insurance and homeowners fees and be responsible at Employee's expense to maintain the property.

9. Retirement and Long-Term Disability. Employee acknowledges that Employer is a member of the Arizona State Retirement System (ASRS) and ASRS Long Term Disability Income Program and as such is obligated to contribute to the system on behalf of Employee. Employee further acknowledges that Employer is obligated to deduct certain statutorily required contributions from Employee's salary for retirement and long-term disability. It is understood and agreed that said contributions may change from time to time and Employer and Employee both agree to be bound by said changes.

10. General Business Expenses.

- 10.1 Employer agrees to budget for and to pay for professional dues and

subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local civic clubs, associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer, up to a maximum aggregate cost of \$2500 annually. This will include but not be limited to the International City/County Management Association (ICMA) and the Arizona City Management association (ACMA).

10.2 Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.

10.3 Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

10.4 Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee such as meals and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits, subject to review by the Sedona City Council and per established budget guidelines.

11. Termination; Severance.

11.1 Termination by Employer: Employee is employed at the will of Employer and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate Employee and this Agreement at any time, with or without cause, by delivering written notice of such termination to Employee not less than thirty (30) days in advance of the Termination Date set forth in the notice, unless the Parties otherwise agree. Notwithstanding the foregoing, if the termination is for cause, the Termination Date may be immediately upon receipt of notice or such other Termination Date as may be determined by City Council. Termination for "cause" is defined as those circumstances currently set forth in the Sedona Employee Manual Section 413.B.

11.2 If Employer terminates Employee without "cause" as defined in Section 11.1 of this Agreement, in addition to the compensation provided for in Section 7.5, above, Employer shall pay to Employee, in full and complete payment of all compensation due to Employee under this Agreement, a severance payment equal to 6 months salary at the then current rate of pay. This severance shall be paid in a lump sum and conditioned upon Employee's execution of a release as provided in Section 11.4 below. This provision shall be effective upon the full execution by both parties of this Agreement.

11.3 If Employer terminates Employee for Cause as defined by this Section 11.1 of this Agreement or Employee voluntarily resigns her position, then Employer shall have no obligation to pay severance as set forth in Section 11.2 of this Agreement.

11.4 Prior to the delivery of the severance payment provided for in Section 11.2 of

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

11.5 Termination by Employee: Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to voluntarily resign at any time from her position with Employer by delivery of written notice of such termination to Employer not less than sixty (60) days in advance of the Termination Date set forth in the notice, unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to Employee's voluntary resignation, Employer shall pay to Employee, in full and complete payment of compensation due to Employee under this Agreement: Employee's regular pay and benefits through the Termination Date, and accrued vacation leave not used prior to the Termination Date as provided in Section 7.5 of this Agreement, on the regular paydays of Employer, and any accrued and unpaid expense reimbursement earned and attributable to any period prior to the Termination Date.

11.6 Termination Due to Death or Incapacity. This Agreement shall terminate upon the occurrence of the following events: (i) Employee's death occurring any time during the Term, in which event the Termination Date shall be Employee's date of death; or (ii) the permanent disability of Employee occurring at any time during the Term. For purposes of the foregoing, Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, Employee is unable, in the reasonable judgment of the City Council, to perform the essential functions of her duties under this Agreement, with or without reasonable accommodations. The Termination Date due to the permanent disability of the Employee shall be set by City Council and provided in writing to Employee or Employee's legal representative. In the event this Agreement shall terminate pursuant to the provisions of this Section 11.6, Employer shall pay to Employee (or to Employee's estate or legal representative) in full and complete payment of all compensation due to Employee under this Agreement: the pro rata portion of any unpaid Base Salary through the Termination Date, any accrued and unpaid expense reimbursement and accrued leave not used prior to the Termination Date as provided in Section 7.5 of this Agreement.

12. Performance Evaluation. Employer shall annually review the performance of the Employee during the anniversary month of her start of employment with the City, subject to a process, form, criteria, and format for the evaluation which shall be determined by the Employer. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results.

Any final written evaluation shall be completed and delivered to the Employee within 30 days of the evaluation meeting.

13. Hours of Work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.
14. Outside Activities. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities not to exceed 10 hours per month, with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this Agreement. The Employee may not accept compensation or an honorarium for such activities; provided however, the Employee may receive expense reimbursement from the inviting group or association or may be reimbursed by the Employer for such activities related to her position.
15. Tax Withholding. All amounts of Base Salary and other compensation payable to Employee under this Agreement shall be reduced by any amounts that Employer is required to withhold with respect to such payments under the then applicable provision of any state, federal or local income or other tax laws, the so-called "FICA" laws, regulations, or statutes of a like nature or any and all other state, federal, or local laws of any kind or nature.
16. Indemnification.
 - 16.1 Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.
 - 16.2 The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties.
 - 16.3 Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be effective.
 - 16.4 Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto

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

17. Other Terms and Conditions of Employment.

17.1 The Employer reserves the right to require other terms and conditions of employment relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

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

17.3 After an election, Employer is not allowed to take action to terminate Employee within 90 days of new City Council members taking office.

18. General Provisions.

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

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

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

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

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

18.6 Attorneys' Fees. Should any proceeding or litigation be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of the Parties under this Agreement, the prevailing Party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing Party's attorneys' fees, to be determined by the court, and not by the jury.

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

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

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

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

18.11 Costs and Expenses. Each Party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting, and

consummation of this Agreement and all matters incident to this Agreement.

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

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

18.14 Notice. Any notice, request, demand, and other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received when hand-delivered to the Party to whom it is addressed or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

Anette Spickard
PO Box 622
McCall, ID 83638

City of Sedona
Attn: Mayor/City Attorney
102 Roadrunner
Sedona, AZ 86336-3710

Any Party may alter the address or addresses to which communications or copies are to be sent to such Party by giving notice of such change of address.

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

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

18.17 Remedies. Except as expressly provided herein, the event of a breach of this Agreement by either party, the non-breaching party shall have all rights and remedies available at law, in equity, or under the terms of this Agreement.

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

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

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

CITY OF SEDONA,
an Arizona municipal corporation

EMPLOYEE

Scott M. Jablow, Mayor

Anette Spickard

Attest:

JoAnne Cook, City Clerk

Approved as to Form:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3027
January 23, 2024
Regular Business**

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

Department	City Manager
Time to Present	15 Minutes
Total Time for Item	45 Minutes
Other Council Meetings	NA
Exhibits	None

Finance Approval	Reviewed CRW 1/16/2024	
City Attorney Approval	Reviewed 1/16/24 KWC	Expenditure Required
		\$ N/A
City Manager's Recommendation	For discussion and direction only.	Amount Budgeted
		\$ N/A
		Account No. N/A (Description)

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): None

MOTION

I move to: for presentation and direction purposes only.